

EXHIBIT D



WR Grace
 Bankruptcy Form 10
 Index Sheet

SR00000673

Claim Number: 00013955

Receive Date: 03/31/2003

Multiple Claim Reference

Claim Number _____

- ☐ MMPOC Medical Monitoring Claim Form
☐ PDPOC Property Damage
☐ NAPO Non-Asbestos Claim Form
☐ Amended

Claim Number _____

- ☐ MMPOC Medical Monitoring Claim Form
☐ PDPOC Property Damage
☐ NAPO Non-Asbestos Claim Form
☐ Amended

Attorney Information

Firm Number: 00172

Firm Name: Heller Ehrman White & McAuliffe LLP

Attorney Number: 00145

Attorney Name: Nicholas W Van Aelstyn

Zip Code: 10036

Cover Letter Location Number: SR00000673

Attachments Medical Monitoring	Attachments Property Damage	Non-Asbestos
<input type="checkbox"/> TBD	<input type="checkbox"/> TBD	<input checked="" type="checkbox"/> Other Attachments
<input type="checkbox"/> TBD	<input type="checkbox"/> TBD	
<input type="checkbox"/> TBD	<input type="checkbox"/> TBD	
<input type="checkbox"/> TBD	<input type="checkbox"/> TBD	
<input type="checkbox"/> TBD	<input type="checkbox"/> TBD	
	<input type="checkbox"/> Other Attachments	
Other	<input type="checkbox"/> Non-Standard Form	
	<input type="checkbox"/> Amended	
	<input type="checkbox"/> Post-Deadline Postmark Date	

Box/Batch: WRBF0046/WRBF0181

Document Number: WRBF009043

UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF Delaware		GRACE NON-ASBESTOS PROOF OF CLAIM FORM
Name of Debtor: ¹ W.R. GRACE & CO.	Case Number 01-01139	THIS SPACE IS FOR COURT USE ONLY
NOTE: Do not use this form to assert an Asbestos Personal Injury Claim, a Settled Asbestos Claim or a Zonolite Attic Insulation Claim. Those claims will be subject to a separate claims submission process. This form should also not be used to file a claim for an Asbestos Property Damage Claim or Medical Monitoring Claim. A specialized proof of claim form for each of these claims should be filed.		
Name of Creditor (The person or other entity to whom the Debtor owes money or property): Ferguson Enterprises, Inc.	<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input checked="" type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.	
Name and address where notices should be sent: Nicholas van Aelstyn Esq. Heller Ehrman White & McAuliffe LLP 333 Bush Street, 30th Floor San Francisco, CA 94104		
Account or other number by which creditor identifies Debtor:	Check here <input type="checkbox"/> replaces if this claim <input type="checkbox"/> amends a previously filed claim, dated: _____	
Corporate Name, Common Name, and/or d/b/a name of specific Debtor against whom the claim is asserted: W. R. GRACE & CO..		
1. Basis for Claim <input type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input type="checkbox"/> Environmental liability <input type="checkbox"/> Money loaned <input type="checkbox"/> Non-asbestos personal injury/wrongful death <input type="checkbox"/> Taxes <input checked="" type="checkbox"/> Other <u>See Attached</u>		<input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages, salaries, and compensation (fill out below) Your SS #: _____ Unpaid compensation for services performed from _____ to _____ (date)
2. Date debt was incurred: from and after 1973		3. If court judgment, date obtained:
4. Total Amount of Claim at Time Case Filed: If all or part of your claim is secured or entitled to priority, also complete Item 5 below. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.		5. See Attached
5. Classification of Claim. Under the Bankruptcy Code all claims are classified as one or more of the following: (1) Unsecured Nonpriority, (2) Unsecured Priority, (3) Secured. It is possible for part of a claim to be in one category and part in another. CHECK THE APPROPRIATE BOX OR BOXES that best describe your claim and STATE THE AMOUNT OF THE CLAIM AT TIME CASE FILED.		
<input type="checkbox"/> SECURED CLAIM (check this box if your claim is secured by collateral, including a right of setoff) Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Other (Describe briefly) _____ Amount of arrearage and other charges at time case filed included in secured claim above, if any: \$ _____ Attach evidence of perfection of security interest <input checked="" type="checkbox"/> UNSECURED NONPRIORITY CLAIM A claim is unsecured if there is no collateral or lien on property of the debtor securing the claim or to the extent that the value of such property is less than the amount of the claim.		<input type="checkbox"/> UNSECURED PRIORITY CLAIM - Specify the priority of the claim. <input type="checkbox"/> Wages, salaries, or commissions (up to \$4650), earned not more than 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(3). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Taxes or penalties of governmental units - 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(____).
6. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.		This Space is for Court Use Only
7. Supporting Documents: <u>Attach copies of supporting documents</u> , such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.		
8. Acknowledgement: Upon receipt and processing of this Proof of Claim, you will receive an acknowledgement card indicating the date of filing and your unique claim number. If you want a file stamped copy of the Proof of Claim form itself, enclose a self addressed envelope and copy of this proof of claim form.		
Date 3/2/03	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any): <u>Nicholas Van Aelstyn</u> Nicholas van Aelstyn, Esq. (Heller Ehrman et al.)	
		WR Grace BF.46.181.9043 00013955 SR=673

REC'D MAR 8 1 2003

¹ See General Instructions and Claims Bar Date Notice and its exhibits for names of all Debtors and "other names" used by the Debtors.

SPECIFIC INSTRUCTIONS FOR COMPLETING GRACE NON-ASBESTOS PROOF OF CLAIM FORMS

The instructions and definitions below are general explanations of the law. In particular types of cases or circumstances, there may be exceptions to these general rules.

This Proof of Claim form is for Creditors who have Non-Asbestos Claims against any of the Debtors. Non-Asbestos Claims are any claims against the Debtors as of a time immediately preceding the commencement of the Chapter 11 cases on April 2, 2001 other than Asbestos Personal Injury Claims, Asbestos Property Damage Claims, Zonolite Attic Insulation Claims, Settled Asbestos Claims or Medical Monitoring Claims, as defined on the enclosed General Instructions. More specifically, Non-Asbestos Claims are those claims against one or more of the Debtors, whether in the nature of or sounding in tort, contract, warranty or any other theory of law or equity for, relating to or arising by reason of, directly or indirectly, any injury, damage or economic loss caused or allegedly caused directly or indirectly by any of the Debtors or any products or materials manufactured, sold, supplied, produced, specified, selected, distributed or in any way marketed by one or more of the Debtors and arising or allegedly arising directly or indirectly, from acts or omissions of one or more of the Debtors, including, but not limited to, all claims, debts, obligations or liabilities for compensatory and punitive damages.

Administrative Expenses: Those claims for, among other things, the actual, necessary costs and expenses of preserving the estate as defined in Section 503 of the Bankruptcy Code that arose after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to Section 503 of the Bankruptcy Code. This form should not be used to make a claim for an administrative expense.

Secured Claim: A claim is a secured claim to the extent that the creditor has a lien on property of the debtor (collateral) that gives the creditor the right to be paid from that property before creditors who do not have liens on the property. Examples of liens are a mortgage on real estate and a security interest in a car, truck, boat, television set, or other item of property. A lien may have been obtained through a court proceeding before the bankruptcy case began; in some states a court judgment is a lien. In addition, to the extent a creditor also owes money to the debtor (has a right to setoff), the creditor's claim may be a secured claim. (See also Unsecured Claim.)

Unsecured Claim: If a claim is not a secured claim, it is an unsecured claim. Unsecured claims are those claims for which a creditor has no lien on the debtor's property or the property on which a creditor has a lien is not worth enough to pay the creditor in full.

Unsecured Nonpriority Claim: Certain types of unsecured claims are given priority, so they are to be paid in bankruptcy cases before most other unsecured claims (if there is sufficient money or property available to pay these claims). The most common types of priority claims are listed on the proof of claim form. Unsecured claims that are not specifically given priority status by the bankruptcy laws are classified as Unsecured Nonpriority Claims.

Information about Creditor: Complete this section giving the name, address, and telephone number of the creditor to whom the debtor owes money or property, and the debtor's account number, if any. If anyone else has already filed a proof of claim relating to this debt, if you never received notices from the court which sent notice, or if this proof of claim replaces or amends a proof of claim that was already filed, check the appropriate box on the form.

1. **Basis for Claim:** Check the type of debt for which the proof of claim is being filed. If the type of debt is not listed, check "Other" and briefly describe the type of debt. If you were an employee of the debtor, fill in your social security number and the dates of work for which you were not paid.
2. **Date Debt Incurred:** Fill in the date the debt was first owed by the debtor.
3. **Court Judgments:** If you have a court judgment for this debt, state the date the court entered the judgment.
4. **Amount of Claim:** Insert the amount of claim at the time the case was filed in the appropriate box based on your selected Classification of Claim in item 5. If interest or other charges in addition to the principal amount of the claim are included, check the appropriate place on the form and attach an itemization of the interest and charges.
5. **Classification of Claim:** Check either Secured, Unsecured Nonpriority or Unsecured Priority as appropriate. (See Definitions above).
Unsecured Priority Claim: Check the appropriate place if you have an unsecured priority claim, and state the amount entitled to priority. (See Definitions, above). A claim may be partly priority and partly nonpriority if, for example, the claim is for more than the amount given priority by the law. Check the appropriate place to specify the type of priority claim.
6. **Credits:** By signing this proof of claim, you are stating under oath that in calculating the amount of your claim, you have given the debtor credit for all payments received from the debtor.
7. **Supporting Documents:** You must attach to this proof of claim form, copies of documents that show the debtor owes the debt claimed or, if the documents are too lengthy, a summary of those documents. If documents are not available, you must attach an explanation of why they are not available.

Be sure to date the claim and place original signature of claimant or person making claim for creditor where indicated at the bottom of the claim form. Please type or print name of individual under the signature. Be sure all items are answered on the claim form. If not applicable, insert "Not Applicable".

RETURN CLAIM FORM (WITH ATTACHMENTS, IF ANY) TO THE FOLLOWING CLAIMS AGENT FOR THE DEBTORS:

Claims Processing Agent
Re: W. R. Grace & Co. Bankruptcy
P.O. Box 1620
Fairbault, MN 55021-1620

The Bar Date for filing all NON-ASBESTOS CLAIMS against the Debtors is March 31, 2003 at 4:00 p.m. Eastern Time.

Bk. No. 01-01139 (JKF)
In re W.R. Grace & Co. et al. (Jointly Administered)

ATTACHMENT TO PROOF OF CLAIM

This claim, filed by Ferguson Enterprises, Inc. on behalf of itself and the other Settling Defendants¹ (collectively, the "Claimants"), arises from liability for environmental clean-up costs at the Casmalia Resources Hazardous Waste Disposal Site, located in Santa Barbara County, California, and relevant adjacent areas (the "Site"). Debtor W.R. Grace & Co. ("Debtor") is a party responsible, with others, for the response costs incurred by or on behalf of the U.S. Environmental Protection Agency ("EPA") for the clean-up of the Site.

The EPA has asserted that the Claimants also are responsible for clean-up costs at the Site, in enforcement litigation entitled *United States v. Samson Hydrocarbons Company et al.* relating to the Site. In September 2002, Claimants entered into a Consent Decree, a copy of which is attached hereto, with the U.S. Department of Justice (acting on behalf of the EPA), in the *Samson* enforcement litigation.

Pursuant to the Consent Decree, the Settling Defendants are required to pay \$25,280,355 to an EPA-administered Escrow Account for the benefit of the EPA. Each Settling Defendant's obligation to make the payment is joint and several.

The Settling Defendants have paid an aggregate of \$25,280,355 to a separate escrow account administered by Clean Environment Trust ("CET"). The escrow agreement governing the CET escrow account provides that the monies in it are to be transferred to the EPA Escrow Account upon the Court's approval of the Consent Decree; the monies cannot be returned to the Settling Defendants if the Consent Decree is approved. The Debtor is responsible to the Settling Defendants for its fair share of the \$25,280,355 (the "Debtor's Share"). The Debtor's Share would need to be determined by negotiation or adjudication; it may be based upon that proportional share of the total volume of Waste Material disposed at the Site for which the Debtor is responsible. Accordingly, Claimants are each entitled to contribution from the Debtor for each Claimant's proportional share of the Debtor's Share, in an amount to be determined.

The limitation on Settling Defendants' liability afforded by the provisions of the Consent Decree with regard to the Site is subject to Court approval of the

¹ Capitalized terms not defined in this attachment shall be assigned the meaning defined in the Consent Decree.

Consent Decree. Therefore, if the Consent Decree is not approved, each Claimant hereby reserves its right to amend this proof of claim to seek contribution for such greater amount as it may ultimately be held liable for with respect to the Site.

This proof of claim shall not waive any administrative priority claims that the Claimants, individually or collectively, have asserted or may assert in the Debtor's bankruptcy case.

EXHIBIT "A"

1 THOMAS L. SANSONETTI
Assistant Attorney General
2 Environmental and Natural Resources Division
BRADLEY R. O'BRIEN, State Bar No. 189425
3 Environmental Enforcement Section
Environmental and Natural Resources Division
4 United States Department of Justice
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5 San Francisco, CA 94105
Telephone (415) 744-6484
6 Facsimile (415) 744-6476

7 DEBRA W. YANG
United States Attorney for the
8 Central District of California
LEON W. WEIDMAN
9 Chief, Civil Division
300 North Los Angeles Street
10 Los Angeles, CA 90012

11 NANCY J. MARVEL
Regional Counsel
12 THOMAS A. BLOOMFIELD
Assistant Regional Counsel, State Bar No. 163533
13 U.S. Environmental Protection Agency
75 Hawthorne Street
14 San Francisco, CA 94105
Telephone (415) 972-3877
15 Facsimile (415) 947-3570

16 Attorneys for Plaintiff United States

17 IN THE UNITED STATES DISTRICT COURT
18 FOR THE CENTRAL DISTRICT OF CALIFORNIA
19 WESTERN DIVISION

20
21 UNITED STATES OF AMERICA

22 Plaintiff,

23 v.

24 SAMSON HYDROCARBONS
COMPANY et al.,

25 Defendants.

CIVIL ACTION NO. _____

PARTIAL CONSENT DECREE

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1 I. BACKGROUND

2 A. The United States of America ("United States"), on
3 behalf of the Administrator of the United States Environmental
4 Protection Agency ("EPA"), filed a complaint in this matter
5 pursuant to Sections 106 and 107 of the Comprehensive
6 Environmental Response, Compensation, and Liability Act
7 ("CERCLA"), 42 U.S.C. §§ 9606, 9607, as amended, seeking
8 reimbursement of Response Costs incurred and to be incurred for
9 Response Actions taken at or in connection with the release or
10 threatened release of hazardous substances at and from the

11 Casmalia Resources Hazardous Waste Disposal Site located in Santa
12 Barbara County, California (the "Facility").

13 B. Pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605,
14 EPA placed the Site on the National Priorities List on September
15 13, 2001 by publication in the Federal Register at 66 Fed. Reg.
16 47683, 47586 (2001).

17 C. The Settling Defendants and the Settling Federal
18 Agencies (both defined below) do not admit any liability to the
19 United States arising out of the transactions or occurrences
20 alleged in the complaint.

21 D. This Consent Decree provides for the Settling
22 Defendants to pay \$25,280,355 and for the Settling Federal
23 Agencies to pay \$3,273,624 as specified in Section VII (Cash
24 Payment) of this Consent Decree. In accordance with the National
25 Contingency Plan, 40 C.F.R. Part 300, and Section 121(f)(1)(F) of
26 CERCLA, 42 U.S.C. § 9621(f)(1)(F), EPA notified the State of
27 California (the "State") of negotiations with potentially

1 responsible parties, and EPA has provided the State with an
2 opportunity to participate in such negotiations and be a party to
3 this Consent Decree.

4 E. The United States previously entered into a consent
5 decree relating to the Casmalia Resources Hazardous Waste
6 Disposal Site with the Casmalia Resources Site Steering
7 Committee. The consent decree was entered by the United States
8 District Court for the Central District of California on June 27,
9 1997 in United States v. ABB Vetco Gray, Inc. et al., Civ. No.
10 96-6518 KMW (JGx). This Consent Decree entered into by the
11 United States and the Settling Defendants is not intended to amend
12 or supercede the consent decree entered into by the United States
13 and the Casmalia Resources Site Steering Committee.

14 F. The United States and the Settling Defendants agree,
15 and this Court by entering this Consent Decree finds, that this
16 Consent Decree has been negotiated by the parties in good faith,
17 that settlement of this matter will avoid prolonged and
18 complicated litigation between the Parties, and that this Consent
19 Decree is fair, reasonable, and in the public interest.

20 NOW, THEREFORE, with the consent of the parties to this
21 Consent Decree it is hereby ORDERED, ADJUDGED, and DECREED:

22 II. JURISDICTION

23 1. This Court has jurisdiction over the subject matter of
24 this action pursuant to 28 U.S.C. §§ 1331 and 1345, and 42 U.S.C.
25 §§ 9606, 9607, and 9613(b). This Court also has personal
26 jurisdiction over the Settling Defendants. Settling Defendants
27 shall not challenge the terms of this Consent Decree or this

1 Court's jurisdiction to enter and enforce this Consent Decree.

2 III. PARTIES BOUND

3 2. This Consent Decree applies to and is binding upon the
4 United States and upon Settling Defendants and their heirs,
5 successors and assigns. Any change in ownership or corporate
6 status of a Settling Defendant including, but not limited to, any
7 transfer of assets or real or personal property shall in no way
8 alter any individual Settling Defendant's responsibilities under
9 this Consent Decree.

10 IV. DEFINITIONS

11 3. Unless otherwise expressly provided herein, terms used
12 in this Consent Decree that are defined in CERCLA or in
13 regulations promulgated under CERCLA shall have the meaning
14 assigned to them in CERCLA or in such regulations. Whenever
15 terms listed below are used in this Consent Decree or in the
16 appendices attached hereto and incorporated hereunder, the
17 following definitions shall apply when the first letter is
18 capitalized:

19 "CERCLA" shall mean the Comprehensive Environmental
20 Response, Compensation, and Liability Act of 1980, as amended, 42
21 U.S.C. § 9601 *et seq.*

22 "CSC Consent Decree" shall mean the Consent Decree entered
23 by the United States District Court for the Central District of
24 California on June 27, 1997 in United States v. ABB Vetco Gray,
25 Inc., et al., Civ. No. 96-6518-KMW (JGx).

26 "Consent Decree" shall mean this Consent Decree and all
27 appendices attached hereto (listed in Section XV), and any

1 additions or modifications to this Consent Decree and its
2 appendices that are made in accordance with its terms. In the
3 event of conflict between this Consent Decree and any appendix,
4 this Consent Decree shall control.

5 "Day" shall mean a calendar day unless expressly stated to
6 be a working day. In computing any period of time under this
7 Consent Decree, where the last day would fall on a Saturday,
8 Sunday, or federal holiday, the period shall run until the close
9 of business of the next working day.

10 "DOJ" shall mean the United States Department of Justice and
11 any successor departments, agencies or instrumentalities of the
12 United States.

13 "Effective Date" shall be the effective date of this Consent
14 Decree as provided in Paragraph 57.

15 "EPA" shall mean the United States Environmental Protection
16 Agency and any successor departments or agencies of the United
17 States.

18 "Escrow Account" shall mean the escrow account for the Site,
19 which was established pursuant to the CSC Consent Decree.

20 "Escrow Trustee" shall mean the trustee of the Escrow
21 Account.

22 "EPA Hazardous Substance Superfund" shall mean the Hazardous
23 Substance Superfund established by the Internal Revenue Code, 26
24 U.S.C. § 9507.

25 "Facility" shall mean the Casmalia Resources Hazardous Waste
26 Management Facility, encompassing approximately 252 acres,
27 located approximately 10 miles southwest of Santa Maria and one

1 and a half miles north of Casmalia in Santa Barbara County,
2 California, and depicted generally on the map attached as
3 Appendix D.

4 "Interest" shall mean interest at the current rate specified
5 for interest on investments of the Hazardous Substance Superfund
6 established by 26 U.S.C. § 9507, compounded annually on October 1
7 of each year, in accordance with 42 U.S.C. § 9607(a).

8 "Municipal Sewage Sludge" or "MSS" shall mean any solid,
9 semi-solid, or liquid residue removed during the treatment of
10 ~~municipal waste water or domestic sewage and may include residue~~
11 removed, all or in part, during the treatment of wastewater from
12 manufacturing or processing operations, provided that such
13 residue has essentially the same characteristics as residue
14 removed during the treatment of domestic sewage.

15 "Municipal Solid Waste" or "MSW" shall mean household waste
16 and solid waste collected from non-residential sources that is
17 essentially the same as household waste. While the composition
18 of such wastes may vary considerably, municipal solid waste
19 generally is composed of large volumes of non-hazardous
20 substances (e.g., yard waste, food waste, glass, and aluminum)
21 and can contain small amounts of such other wastes as typically
22 may be accepted in RCRA Subtitle D landfills.

23 "National Contingency Plan" or "NCP" shall mean the National
24 Oil and Hazardous Substances Pollution Contingency Plan
25 promulgated pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605,
26 codified at 40 C.F.R. Part 300, and any amendments thereto.

27 "Paragraph" shall mean a portion of this Consent Decree

1 identified by an Arabic numeral and/or an Arabic numeral and an
2 upper or lower case letter.

3 "Parties" shall mean the United States and the Settling
4 Defendants.

5 "Phase II Work" shall mean the Phase II Work as defined in
6 the CSC Consent Decree.

7 "Plaintiff" shall mean the United States of America.

8 "RCRA" shall mean the Solid Waste Disposal Act, as amended,
9 42 U.S.C. §§ 6901 et seq. (also known as the Resource
10 Conservation and Recovery Act).

11 "Record of Decision" or "ROD" shall mean the EPA Record of
12 Decision, and all attachments thereto, relating to the Site to be
13 signed in the future by the Director, Superfund Division, EPA
14 Region IX, or his/her delegatee.

15 "Remedial Action" shall mean those activities relating to
16 the Site as defined in Section 101(24) of CERCLA, 42 U.S.C.
17 § 9601(24).

18 "Response Costs" shall mean all direct and indirect costs
19 relating to Response Actions taken and to be taken relating to
20 the Site.

21 "Response Actions" shall mean those activities relating to
22 the Site as defined in Section 101(25) of CERCLA, 42 U.S.C.
23 § 9601(25).

24 "Section" shall mean a portion of this Consent Decree
25 identified by a Roman numeral.

26 "Settling Defendants" shall mean the parties identified in
27 Appendix A.

1 "Settling Federal Agencies" shall mean those departments,
2 agencies and instrumentalities of the United States identified in
3 Appendix B that are resolving any claims which have been or could
4 be asserted against them with regard to this Site as provided in
5 this Consent Decree.

6 "Site" or "Casmalia Site" shall mean the Facility together
7 with the areal extent of contamination that is presently located
8 in the vicinity of the Facility and all suitable areas in very
9 close proximity to the contamination necessary for the
10 implementation of the Response Action and any area to which such
11 contamination migrates.

12 "United States" shall mean the United States of America,
13 including all of its departments, agencies and instrumentalities,
14 which includes without limitation EPA, the Settling Federal
15 Agencies and any federal natural resources trustee.

16 "Waste Material" shall mean (1) any "hazardous substance"
17 under Section 101(14) of CERCLA, 42 U.S.C. § 9601(14); (2) any
18 pollutant or contaminant under Section 101(33), 42 U.S.C.
19 § 9601(33); and (3) any "solid waste" under Section 1004(27) of
20 RCRA, 42 U.S.C. § 6903(27).

21 V. SITE BACKGROUND

22 4. Paragraphs 5 through 14 below contain a summary of the
23 Site background as alleged by the United States which, for
24 purposes of this Consent Decree, Settling Defendants neither
25 admit nor deny.

26 5. The Facility is the former Casmalia Resources Hazardous
27 Waste Management Facility, an inactive commercial hazardous waste

1 treatment, storage, and disposal facility, which accepted large
2 volumes of hazardous substances from 1973 to 1989. Located on a
3 252-acre parcel in Santa Barbara County, California, the Facility
4 consisted of six landfills, numerous surface impoundments,
5 disposal trenches, injection wells, waste spreading areas and
6 tank treatment systems.

7 6. The Facility and the Site are located near the southern
8 end of the Casmalia Hills in the San Antonio Basin of coastal
9 California. The Facility and the Site are situated within the
10 Shuman Canyon drainage sub-basin on a southern facing slope
11 traversed by three small canyons. Casmalia Creek, about 500 feet
12 west, is the surface water body nearest to the Site. This creek
13 flows to the southwest to join Shuman Creek approximately one
14 mile southwest of the town of Casmalia. Shuman Creek continues
15 southward and westward, discharging eventually into the Pacific
16 Ocean.

17 7. Hazardous substances within the definition of Section
18 101(14) of CERCLA, 42 U.S.C. § 9601(14), have been, or threaten
19 to be, released into the environment at and from the Site. These
20 hazardous substances include a wide variety of organic and
21 inorganic compounds.

22 8. During the Facility's sixteen years of operation, the
23 owner(s)/operator(s) accepted in excess of 5.5 billion documented
24 pounds of liquid and solid wastes for disposal and treatment at
25 the Site. Based on information known to date, the United States
26 alleges that the Settling Defendants and the Settling Federal
27 Agencies collectively disposed of or arranged for the disposal of

1 in excess of 550 million pounds of Waste Material out of in
2 excess of 5.5 billion pounds of Waste Material disposed at the
3 Site.

4 9. From 1980 to 1989, the Facility had interim status
5 pursuant to RCRA. Because of continuing deficiencies in facility
6 operations, no final RCRA permit was granted. The Facility has
7 not been closed in accordance with the requirements of RCRA.

8 10. In late 1989, the owner(s)/operator(s) ceased accepting
9 off-site waste shipments to the Facility and, in the early
10 1990's, the owner(s)/operator(s) stopped all active efforts to
11 properly close and remediate the Site.

12 11. After the Facility's owner(s)/operator(s) ceased all
13 active efforts to properly close and remediate the Site,
14 conditions at the Site deteriorated and became unstable.

15 12. As a result of the release or threatened release of
16 hazardous substances at or from the Site, EPA has undertaken
17 Response Actions pursuant to Section 104 of CERCLA, 42 U.S.C.
18 § 9604, and will undertake additional Response Actions in the
19 future. In August 1992, EPA commenced a removal action under
20 CERCLA to implement certain Site stabilization actions, prevent
21 further deterioration of Site conditions, and control the most
22 immediate threats. The Site continues to pose an imminent and
23 substantial endangerment to the public and the environment. The
24 Site continues to pose an identifiable harm to the public and the
25 environment as represented, in part, by the recent listing of the
26 Site on the National Priorities List, and other information
27 resulting from EPA's ongoing Site investigation and evaluation.

1 13. In performing the Response Actions, the United States
2 and other parties have incurred and will continue to incur
3 Response Costs relating to the Site. As of September 30, 2000,
4 the United States has incurred in excess of approximately \$22
5 million in Response Costs relating to the Site.

6 14. Based on current information, EPA estimates that the
7 total Response Costs incurred and to be incurred by the United
8 States and by private parties relating to the Site is at least
9 \$271.9 million.

10 VI. PURPOSE

11 15. The mutual objectives of the Parties in entering into
12 this Consent Decree as more precisely described in the terms of
13 this Consent Decree are:

14 a. to reach a final settlement that allows the
15 Settling Defendants to resolve their potential liability to the
16 United States at the Site in accordance with the covenants and
17 subject to the reservations and reopeners set out in this Consent
18 Decree;

19 b. to resolve the claims that Settling Defendants
20 could have asserted against the United States; and

21 c. to provide for contribution protection for
22 Settling Defendants with regard to matters addressed in this
23 Consent Decree pursuant to Section 113(f)(2) of CERCLA,
24 42 U.S.C. § 9613(f)(2).

25 VII. PAYMENT

26 16. Payment by Settling Defendants

27 a. Deadline for Payment: If the Court enters this Consent

1 Decree on or before April 15, 2003, the Settling Defendants shall
 2 pay \$25,280,355 to the Escrow Account on or before May 9, 2003 in
 3 accordance with the instructions provided in Paragraph
 4 16(b)(Payment Instructions). Settling Defendants' obligation to
 5 make this payment is joint and several, and the insolvency or
 6 other failure of any Settling Defendant to implement this
 7 requirement shall not relieve the other Settling Defendants of
 8 the obligation to pay the entire amount owed to the United
 9 States. In the event the Court does not enter the Consent Decree
 10 until after April 15, 2003, within 30 Days of entry of the

11 Consent Decree, Settling Defendants shall pay \$25,280,355, plus
 12 interest at the daily rate equal to the 30-day Treasury Bill rate
 13 beginning on May 9, 2003, until 30 Days after entry of the
 14 Consent Decree.

15 b. Payment Instructions. Subject to Paragraph 16(c)
 16 below, payment shall be made by wire transfer to:

17 Bankers Trust Co.
 18 c/o Mr. Thomas Hacker
 19 4 Albany Street
 20 New York, N.Y. 10006
 21 ABA/Locator #: 021-001-033
 Acct. #: 01-419-647
 REF: Casmalia Resources Site Custodial Agreement
 Payor: Settling Defendants for U.S. v. Samson
Hydrocarbons Company

22 Payment shall reference Settling Defendants' names precisely.
 23 Any payments received by the Escrow Account after 5:00 p.m.
 24 Eastern Standard Time will be credited on the next business day.
 25 At the time of payment, Settling Defendants shall submit a copy
 26 of the completed Payment Invoice to:

27

1 Casmalia Case Team
2 United States Environmental Protection Agency
3 Region IX
75 Hawthorne Street (SFD-7-1)
San Francisco, CA 94105-3901.

4 The Payment Invoice Form is attached hereto as Appendix E. This
5 Payment Invoice should be completed by Settling Defendants and
6 returned to EPA.

7 c. Alternate Account. Although this Consent Decree is not
8 intended to amend or supercede the CSC Consent Decree, in the
9 event the CSC Consent Decree is declared invalid or otherwise
10 determined not to be binding upon the United States by the Court
11 prior to the transfer of funds to the Escrow Account pursuant to
12 Paragraph (b), above, or upon the consent of EPA and the CSC as
13 to an alternative account pursuant to the CSC Consent Decree, the
14 Settling Defendants shall pay the funds to an alternate account
15 that will be specified in the future by the United States which
16 shall be used to fund Response Costs or Response Actions at the
17 Site.

18 17. As soon as reasonably practicable after the Effective
19 Date of this Consent Decree, the United States, on behalf of the
20 Settling Federal Agencies, shall pay \$3,273,624 to the Escrow
21 Account in accordance with the instructions provided in Paragraph
22 16(b)(Payment Instructions).

23 18. If the payment by the Settling Federal Agencies to the
24 Escrow Account required by Paragraph 17 is not made as soon as
25 reasonably practicable, the appropriate EPA Regional Branch Chief
26 may raise any issues relating to payment to the appropriate DOJ
27 Assistant Section Chief for the Environmental Defense Section.

1 In any event, if this payment is not made within 120 Days after
2 the date of entry of this Consent Decree, EPA and DOJ have agreed
3 to resolve this issue within 30 Days in accordance with a letter
4 agreement dated December 28, 1998.

5 19. In the event that the payments by the Settling Federal
6 Agencies required by Paragraph 17 are not made within 120 Days of
7 entry of this Consent Decree, interest on the unpaid balance
8 shall be paid at the rate established pursuant to Section 107(a)
9 of CERCLA, 42 U.S.C. § 9607(a), commencing on the Effective Date
10 of this Consent Decree and accruing through the date of the
11 payment.

12 20. The Parties to this Consent Decree recognize and
13 acknowledge that, with the exception of the United States Postal
14 Service, the payment obligations of the Settling Federal Agencies
15 under this Consent Decree can only be paid from appropriated
16 funds legally available for such purposes. Nothing in this
17 Consent Decree shall be interpreted or construed as a commitment
18 or requirement that any Settling Federal Agency, including, to
19 the extent applicable, the United States Postal Service,
20 obligate or pay funds in contravention of the Anti-Deficiency
21 Act, 31 U.S.C. § 1341, or any other applicable provision of law.

22 VIII. FAILURE TO COMPLY WITH REQUIREMENTS OF CONSENT DECREE

23 21. Interest on Late Payments

24 a. In the event the payment required by Paragraph 16(a)
25 above is not made in accordance with the requirements of
26 Paragraph 16(a), the Settling Defendants shall be liable to the
27 United States for Interest on the unpaid amount beginning to

1 accrue on the date that payment is due and continuing through the
2 date of payment.

3 b. Any Interest due by operation of Paragraph 21(a) shall
4 be paid by a separate wire transfer and shall be sent
5 simultaneously with the payment required by Paragraph 16(a)
6 (Payment by Settling Defendants). Payment of Interest shall be
7 made as provided in Paragraph 16(b) (Payment Instructions).

8 IX. STIPULATED PENALTY

9 22. In the event the payment required by Paragraph 16(a) is
10 not made in accordance with the requirements of Paragraph 16(a),
11 in addition to the accrual of Interest on any unpaid amounts as
12 set forth in Paragraph 21(a), the Settling Defendants shall be
13 liable to the United States for a stipulated penalty pursuant to
14 the following schedule:

Period	Per Day Penalty
Day 0 through 7	\$500 or 1/16 percent of the unpaid balance, whichever is greater
Day 8 through Day 30	\$1,000 or 1/8 percent of the unpaid balance, whichever is greater
After Day 30	\$2,500 or 1/2 percent of the unpaid balance, whichever is greater

23
24 However, in the event a Settling Defendant files for
25 bankruptcy before the Effective Date of this Consent Decree, the
26 Settling Defendants shall have sixty days from the date of such
27 filing to pay the United States that Settling Defendant's "share"

1 (based on that Settling Defendant's volume as a percent of the
2 total volume of the Settling Defendants) of the Settling
3 Defendants' joint and several payment due under Section VII and
4 Section VIII of this Consent Decree. In the event such payment
5 is made within this sixty-day period, Settling Defendants will
6 not be liable for the stipulated penalty contained in this
7 Paragraph as a result of that untimely payment. Nothing in this
8 Paragraph affects the Settling Defendants' joint and several
9 obligations under this Consent Decree.

10 ~~23. All payments to the United States under Paragraph 22~~
11 shall be paid to the EPA Hazardous Substances Account, by
12 Electronic Funds Transfer ("EFT"), in accordance with
13 instructions to be provided by EPA following lodging of this
14 Consent Decree. A transmittal letter referencing any such
15 payment shall refer to the Site/Spill ID # 09GY, the DOJ case
16 number, and the name and address of the party or parties making
17 payment and shall be sent to EPA as provided in Section XV of
18 this Consent Decree (Notices and Submissions) and to:

19
20 Catherine Shen
21 U.S. Environmental Protection Agency
22 Region IX,
Attn: Superfund Accounting
P.O. Box 360863M
Pittsburgh, PA 15251

23 24. If the United States brings an action against Settling
24 Defendants to enforce this Consent Decree, Settling Defendants
25 shall reimburse the United States for all costs of such action,
26 including but not limited to all enforcement and attorney time
27 costs.

1 25. Payments made under this Section shall be in addition
2 to any other remedies or sanctions available to Plaintiff by
3 virtue of Settling Defendants' failure to comply with the
4 requirements of this Consent Decree.

5 26. The obligations of Settling Defendants to pay amounts
6 owed to the United States under this Consent Decree are joint and
7 several. In the event of the failure of any one or more Settling
8 Defendants to make the payments required under this Consent
9 Decree, the remaining Settling Defendants shall be responsible
10 for such payments.

11 27. Notwithstanding any other provision of this Consent
12 Decree, the United States may, in its unreviewable discretion,
13 waive payment of any portion of the stipulated penalty provided
14 for under this Section. Payment of the stipulated penalty shall
15 not excuse Settling Defendants from payment as required by
16 Section VII or from performance of any other requirements of this
17 Consent Decree.

18 X. COVENANTS BY PLAINTIFF

19 28. In consideration of the payments that will be made by
20 the Settling Defendants under the terms of the Consent Decree,
21 and except as specifically provided in Paragraphs 30, 31, and 32
22 of this Consent Decree, the United States covenants not to sue or
23 to take administrative action against Settling Defendants
24 pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606,
25 9607, and Section 7003 of RCRA, 42 U.S.C. § 6973, relating to the
26 Site. These covenants not to sue shall take effect upon the
27 payment of all required funds into the account specified by EPA

1 pursuant to Paragraph 16 of Section VII (Payment by Settling
2 Defendants), Paragraph 21 (Interest on Late Payments), if
3 applicable, and Paragraph 22 (Stipulated Penalty), if applicable,
4 upon the entry of this Consent Decree by the Court. These
5 covenants not to sue are conditioned upon the satisfactory
6 performance by Settling Defendants of their obligations under
7 this Consent Decree. These covenants not to sue extend to each
8 Settling Defendant, and to their officers, directors, or
9 employees acting in their capacities as such, and to their
10 successors to any potential liability for the transactions
11 covered by this Consent Decree. These covenants do not extend to
12 any other person, including but not limited to a non-settling
13 party that in the past merged or otherwise combined, or in the
14 future merges or otherwise combines with a Settling Defendant to
15 the extent the non-settling party has independent liability at
16 the Site. Notwithstanding any other provision in this Consent
17 Decree, this covenant not to sue shall not extend to a Settling
18 Defendant to the extent that the Settling Defendant, or a
19 subsidiary, or affiliated entity of that Settling Defendant, sent
20 Waste Material that is both (1) not from a facility or specific
21 location identified on a manifest listed in Appendix C, and (2)
22 not included in the volume attributed to that Settling Defendant
23 as set forth in Appendix C. Notwithstanding any other provision
24 of this Consent Decree, this covenant not to sue shall not extend
25 to the City of Santa Barbara to the extent that the City of Santa
26 Barbara sent Waste Material to the Site prior to January 1, 1976
27 or to the extent the City of Santa Barbara currently claims that

1 it sent Waste Material to the Site that qualifies as MSS.

2 29. In consideration of the payments that will be made by
3 the Settling Federal Agencies under the terms of the Consent
4 Decree, and except as specifically provided in Paragraphs 30, 31,
5 and 32, EPA covenants not to take administrative action against
6 the Settling Federal Agencies pursuant to Sections 106 and 107(a)
7 of CERCLA relating to the Site. Except with respect to future
8 liability, EPA's covenant shall take effect upon the receipt of
9 the payments required by Paragraph 17. With respect to future
10 liability, EPA's covenant shall take effect upon Certification of
11 Completion of Remedial Action by EPA. EPA's covenant is
12 conditioned upon the satisfactory performance by Settling Federal
13 Agencies of their obligations under this Consent Decree. EPA's
14 covenant extends only to the Settling Federal Agencies and does
15 not extend to any other person.

16 XI. RESERVATION OF RIGHTS

17 30. General reservations of rights. The United States
18 reserves, and this Consent Decree is without prejudice to, all
19 rights, if any, against Settling Defendants with respect to all
20 matters not expressly included within Plaintiff's covenant not to
21 sue. Notwithstanding any other provision of this Consent Decree,
22 the United States reserves all rights against Settling
23 Defendants, and EPA and the federal natural resources trustees
24 reserve, and this Consent Decree is without prejudice to, all
25 rights against the Settling Federal Agencies, with respect to:

26 a. claims based on a failure by one or more Settling
27 Defendants or the Settling Federal Agencies to meet a requirement

1 of this Consent Decree;

2 b. liability arising from the past, present, or
3 future disposal, release, or threat of release of Waste Material
4 outside of the Site;

5 c. liability for damages for injury to, destruction
6 of, or loss of natural resources, and for the costs of any
7 natural resource damage assessments;

8 d. criminal liability; and

9 e. liability arising from any future arrangement for
10 disposal or treatment of a hazardous substance, pollutant or

11 contaminant at the Site by Settling Defendants or the Settling
12 Federal Agencies. For purposes of this Paragraph 30(e), onsite
13 Response Actions by non-settling parties is not future
14 arrangement for disposal or treatment.

15 31. United States' Pre-certification Reservations.

16 Notwithstanding any other provision of this Consent Decree, the
17 United States reserves, and this Consent Decree is without
18 prejudice to, the right to institute proceedings in this action
19 or in a new action, or to issue an administrative order, seeking
20 to compel Settling Defendants, and EPA reserves the right to
21 issue an administrative order seeking to compel the Settling
22 Federal Agencies :

23 a. to perform further Response Actions relating to
24 the Site, or

25 b. to reimburse the United States for additional
26 costs of response

27 if, prior to Certification of Completion of the Remedial Action:

1 (1) conditions at the Site, previously unknown to
2 EPA, are discovered, or

3 (2) information, previously unknown to EPA, is
4 received, in whole or in part, and EPA determines that these
5 previously unknown conditions or information together with any
6 other relevant information indicates that the Remedial Action is
7 not protective of human health or the environment. The
8 reservation in this Paragraph 31 shall apply only if the Response
9 Costs of Phase II Work exceed \$179 million utilizing 1999 as the
10 base year and as adjusted for inflation according to the Consumer
11 Price Index for all Urban Consumers ("CPI-U") published by the
12 Department of Labor, Bureau of Statistics. If the CPI-U ceases
13 to exist, an appropriate analogue will be used for this purpose.

14 32. United States' Post-certification Reservations.

15 Notwithstanding any other provision of this Consent Decree, the
16 United States reserves, and this Consent Decree is without
17 prejudice to, the right to institute proceedings in this action
18 or in a new action, or to issue an administrative order, seeking
19 to compel Settling Defendants, and EPA reserves the right to
20 issue an administrative order seeking to compel the Settling
21 Federal Agencies:

22 a. to perform further Response Actions relating to
23 the Site, or

24 b. to reimburse the United States for additional
25 costs of response

26 if, subsequent to Certification of Completion of the Remedial
27 Action:

1 (1) conditions at the Site, previously unknown to
2 EPA, are discovered, or

3 (2) information, previously unknown to EPA, is
4 received, in whole or in part, and EPA determines that these
5 previously unknown conditions or this information together with
6 other relevant information indicate that the Remedial Action is
7 not protective of human health or the environment.

8 33. For purposes of Paragraph 31, the information and the
9 conditions known to EPA shall include only that information set
10 forth in the administrative record supporting the cost estimate
11 prepared by EPA in 1999 and the administrative records for
12 removal actions selected by EPA prior to December 1, 2001. For
13 purposes of Paragraph 32, the information and the conditions
14 known to EPA shall include only that information and those
15 conditions known to EPA as of the date of Certification of
16 Completion of the Remedial Action and set forth in the Record of
17 Decision, the administrative record supporting the Record of
18 Decision, the post-ROD administrative record, or in any
19 information received by EPA pursuant to the requirements of this
20 Consent Decree prior to Certification of Completion of the
21 Remedial Action.

22 34. Notwithstanding any other provision of this Consent
23 Decree, the United States retains all authority and reserves all
24 rights to take any and all Response Actions authorized by law.

25 XII. COVENANTS BY SETTLING DEFENDANTS AND SETTLING FEDERAL AGENCIES

26 35. Covenant Not to Sue by Settling Defendants. Subject to
27 the reservations in Paragraph 36, Settling Defendants hereby

1 covenant not to sue and agree not to assert any claims or causes
2 of action against the United States with respect to the Site or
3 this Consent Decree, including, but not limited to:

4 a. any direct or indirect claim for reimbursement
5 from the Hazardous Substance Superfund (established pursuant to
6 the Internal Revenue Code, 26 U.S.C. § 9507) through CERCLA
7 Sections 106(b)(2), 107, 111, 112, 113 or any other provision of
8 law;

9 b. any claims against the United States, including
10 any department, agency or instrumentality of the United States
11 under CERCLA Sections 107 or 113 related to the Site; and

12 c. any claims arising out of Response Actions at or
13 in connection with the Site, including any claim under the United
14 States Constitution; the Tucker Act, 28 U.S.C. § 1491, the Equal
15 Access to Justice Act, 28 U.S.C. § 2412, as amended; or at common
16 law. Except as provided in Paragraph 38(a) (Waiver of Claims
17 Against MSW and MSS Parties), Paragraph 38(b) (Waiver of Claims
18 Against De Micromis Parties), Paragraph 39 (Waiver of Claims
19 Against De Minimis Parties), and Paragraph 45 (Waiver of
20 Defenses), these covenants not to sue shall not apply in the
21 event that the United States brings a cause of action or issues
22 an order pursuant to the reservations set forth in Paragraphs 30,
23 31, or 32, but only to the extent that Settling Defendants'
24 claims arise from the same Response Action, Response Costs, or
25 damages that the United States is seeking pursuant to the
26 applicable reservation.

27 36. The Settling Defendants reserve, and this Consent

1 Decree is without prejudice to, (a) claims against the United
2 States, subject to the provisions of Chapter 171 of Title 28 of
3 the United States Code, for money damages for injury or loss of
4 property or personal injury or death caused by the negligent or
5 wrongful act or omission of any employee of the United States
6 while acting within the scope of his or her office or employment
7 under circumstances where the United States, if a private person,
8 would be liable to the claimant in accordance with the law of the
9 place where the act or omission occurred. However, any such
10 claim shall not include a claim for any damages caused, in whole
11 or in part, by the act or omission of any person, including any
12 contractor, who is not a federal employee as that term is defined
13 in 28 U.S.C. § 2671; nor shall any such claim include a claim
14 based on EPA's selection of Response Actions, or the oversight or
15 approval of the Settling Defendants' plans or activities. The
16 foregoing applies only to (a) claims that are brought pursuant to
17 any statute other than CERCLA and for which the waiver of
18 sovereign immunity is found in a statute other than CERCLA; and
19 (b) contribution claims against the Settling Federal Agencies in
20 the event any claim is asserted by the United States against the
21 Settling Defendants under the authority of, or under Paragraphs
22 30, 31, or 32, but only to the same extent and for the same
23 matters, transactions, or occurrences as are raised in the claim
24 of the United States against Settling Defendants.

25 37. Nothing in this Consent Decree shall be deemed to
26 constitute preauthorization of a claim within the meaning of
27 Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R.

1 \$ 300.700(d).

2 38. Settling Defendants agree not to assert any claims and
3 to waive all claims or causes of action that they may have for
4 all matters relating to the Site, including for contribution,
5 against any person where the person's liability to Settling
6 Defendants with respect to the Site is based solely on having
7 arranged for disposal or treatment, or for transport for disposal
8 or treatment, of hazardous substances at the Site, or having
9 accepted for transport for disposal or treatment of hazardous
10 substances at the Site, if:

11 a. any materials contributed by such person to the
12 Site constituting MSW or MSS did not exceed 0.2% of the total
13 volume of waste at the Site; and

14 b. any materials contributed by such person to the
15 Site containing hazardous substances, but not constituting MSW or
16 MSS, did not exceed the greater of (i) 0.002% of the total volume
17 of waste at the Site, or (ii) 110 gallons of liquid materials or
18 200 pounds of solid materials. This waiver shall not apply to
19 any claim or cause of action against any person meeting the above
20 criteria if EPA has determined that the materials contributed to
21 the Site by such person contributed or could contribute
22 significantly to the costs of response at the Site. This waiver
23 also shall not apply with respect to any defense, claim, or cause
24 of action that a Settling Defendant may have against any person
25 if such person asserts a claim or cause of action relating to the
26 Site against such Settling Defendant.

27 39. Settling Defendants agree not to assert any claims and

1 to waive all claims or causes of action that they may have for
2 all matters relating to the Site, including for contribution,
3 against any person that has entered, or in the future enters,
4 into a final CERCLA § 122(g) *de minimis* settlement with EPA with
5 respect to the Site. This waiver shall not apply with respect to
6 any defense, claim, or cause of action that a Settling Defendant
7 may have against any person if such person asserts a claim or
8 cause of action relating to the Site against such Settling
9 Defendant. This waiver also shall not apply to any claim or
10 cause of action that Settling Defendant Samson Hydrocarbons
11 Company may assert against W.R. Grace & Co., Inc. or any of its
12 affiliates or related entities. If Settling Defendant Samson
13 Hydrocarbons Company is in compliance with this Consent Decree,
14 the United States agrees that Settling Defendant Samson
15 Hydrocarbons Company shall have the right to assert a claim
16 against W.R. Grace & Co. or any of its affiliates or related
17 entities, for any payments made by Settling Defendant Samson
18 Hydrocarbons Company for the transactions covered by this Consent
19 Decree. By permitting this retention of rights, the United
20 States is not taking a position on the merits of any claim Samson
21 Hydrocarbons Company may assert against W.R. Grace & Co., leaving
22 that solely to the discretion of the appropriate court. The
23 United States agrees that once this Consent Decree is finalized,
24 if Settling Defendant Samson Hydrocarbons Company is in
25 compliance with this Consent Decree, the United States will
26 exclude from its proof of claim in the W.R. Grace & Co.
27 bankruptcy the transactions of W.R. Grace & Co. associated with.

1 the payments that Settling Defendant Samson Hydrocarbons Company
 2 is making on behalf of W.R. Grace & Co for the matters addressed
 3 in this Consent Decree.

4 40. Covenant by Settling Federal Agencies. Settling
 5 Federal Agencies hereby agree not to assert any direct or
 6 indirect claim for reimbursement from the Hazardous Substance
 7 Superfund (established pursuant to the Internal Revenue Code, 26
 8 U.S.C. § 9507) through CERCLA Sections 106(b)(2), 107, 111, 112,
 9 113 or any other provision of law with respect to the Site or
 10 this Consent Decree. This covenant does not preclude demand for
 11 reimbursement from the Superfund of costs incurred by a Settling
 12 Federal Agency in the performance of its duties (other than
 13 pursuant to this Consent Decree) as lead or support agency under
 14 the National Contingency Plan (40 C.F.R. Part. 300).

15 41. Reservation Among the Settling Defendants. Nothing in
 16 this Section XII or in Paragraph 43 impairs or limits any rights
 17 or obligations among or between the Settling Defendants that
 18 arise out of agreements among or between the Settling Defendants
 19 to share or allocate costs or responsibilities imposed under this
 20 Consent Decree. The reservation in this Paragraph does not
 21 affect the rights and remedies available to the United States:

22 XIII. EFFECT OF SETTLEMENT; CONTRIBUTION PROTECTION

23 42. Except as provided in Paragraph 38(a) (Waiver of Claims
 24 Against MSW and MSS Parties), Paragraph 38(b) (Waiver of Claims
 25 Against *De Micromis* Parties) and Paragraph 39 (Waiver of Claims
 26 Against *De Minimis* Parties), nothing in this Consent Decree shall
 27 be construed to create any rights in, or grant any cause of

1 action to, any person not a Party to this Consent Decree. The
2 preceding sentence shall not be construed to waive or nullify any
3 rights that any person not a signatory to this decree may have
4 under applicable law. Except as provided in Paragraph 38(a)
5 (Waiver of Claims Against MSW and MSS Parties), Paragraph 38(b)
6 (Waiver of Claims Against *De Micromis* Parties) and Paragraph 39
7 (Waiver of Claims Against *De Minimis* Parties), each of the
8 Parties expressly reserves any and all rights (including, but not
9 limited to, any right to contribution), defenses, claims,

10 demands, and causes of action that each Party may have with
11 respect to any matter, transaction, or occurrence relating in any
12 way to the Site against any person not a Party hereto, as well as
13 against any party hereto that fails to comply with its payment
14 obligations pursuant to Section VII of this Consent Decree.

15 43. The Parties agree, and by entering this Consent Decree
16 this Court finds, that the Settling Defendants and the Settling
17 Federal Agencies are entitled, as of the Effective Date, to
18 protection from contribution actions or claims as provided by
19 CERCLA Section 113(f)(2), 42 U.S.C. § 9613(f)(2), and any other
20 applicable law, for matters addressed in this Consent Decree.

21 The "matters addressed" in this Consent Decree include all
22 Response Actions taken and to be taken and all Response Costs
23 incurred and to be incurred at the Site by the United States or
24 any other person, except for (1) past and future oversight and
25 enforcement costs incurred by the State in a regulatory or
26 sovereign capacity and (2) for those Response Costs or Response
27 Actions as to which the United States has reserved its rights

1 under this consent decree (except for claims for failure to
2 comply with this decree), in the event that the United States
3 asserts rights against Settling Defendants and Settling Federal
4 Agencies coming within the scope of such reservations. The
5 Settling Defendants agree that no Settling Defendant will receive
6 contribution protection vis-a-vis any other Settling Defendant
7 until (a) the Settling Defendant signs the Casmalia Negotiating
8 Committee Allocation Agreement and (b) the Settling Defendant's
9 allocated share pursuant to the terms of the Allocation Agreement
10 has been paid to EPA pursuant to the terms of the Consent Decree.
11 Notwithstanding any other provision in this Consent Decree, the
12 matters addressed do not extend to a Settling Defendant to the
13 extent that the Settling Defendant, or a subsidiary, or
14 affiliated entity of that Settling Defendant, sent Waste Material
15 that is both (1) not from a facility or specific location
16 identified on a manifest listed in Appendix C, and (2) not
17 included in the volume attributed to that Settling Defendant as
18 set forth in Appendix C. Notwithstanding any other provision of
19 this Consent Decree, the matters addressed do not extend to the
20 City of Santa Barbara to the extent that the City of Santa
21 Barbara sent Waste Material to the Site prior to January 1, 1976
22 or to the extent the City of Santa Barbara currently claims that
23 it sent Waste Material to the Site that qualifies as MSS.

24 44. The Settling Defendants agree that with respect to any
25 suit or claim for contribution brought by them for matters
26 related to this Consent Decree they will notify the United States
27 in writing no later than 30 Days prior to the initiation of such

1 suit or claim. Notwithstanding the prior sentence, Samson
2 Hydrocarbons Company may satisfy the notice requirement in the
3 prior sentence for a suit or claim for contribution against W.R.
4 Grace & Co. by providing written notice to the United States
5 within ten business (10) days after it files such a suit or claim
6 for contribution.

7 45. The Settling Defendants also agree that with respect to
8 any suit or claim for contribution brought against them for
9 matters related to this Consent Decree they will notify in
10 writing the United States within 10 Days of service of the
11 complaint on them. In addition, Settling Defendants shall notify
12 the United States within 10 Days of service or receipt of any
13 Motion for Summary Judgment and within 10 Days of receipt of any
14 order from a court setting a case for trial.

15 46. In any subsequent administrative or judicial proceeding
16 initiated by the United States for injunctive relief, recovery of
17 Response Costs, or other appropriate relief relating to the Site,
18 Settling Defendants shall not assert, and may not maintain, any
19 defense or claim based upon the principles of waiver, res
20 judicata, collateral estoppel, issue preclusion, claim-splitting,
21 or other defenses based upon any contention that the claims
22 raised by the United States in the subsequent proceeding were or
23 should have been brought in the instant case; provided, however,
24 that nothing in this Paragraph affects the enforceability of the
25 covenants set forth in Section X (Covenants by Plaintiff).

26 XIV. Retention of Records

27 47. Until five years after the Effective Date of this

1 Consent Decree, each Settling Defendant shall preserve and retain
2 all non-identical copies of records and documents (including
3 records or documents in electronic form) now in its possession or
4 control of which it has knowledge or of which it obtains
5 knowledge, or that come into its possession or control, that
6 relate in any manner to its liability under CERCLA or RCRA with
7 respect to the Site. No claim of confidentiality shall be made
8 with respect to any data, including but not limited to, all
9 sampling, analytical, monitoring, hydrogeologic, scientific,
10 chemical, or engineering data, or any other documents or
11 information evidencing conditions at or around the Site. The
12 above record retention requirements shall apply regardless of any
13 corporate retention policy to the contrary.

14 48. At the conclusion of this document retention period,
15 Settling Defendants shall notify the United States at least 90
16 Days prior to the destruction of any such records or documents
17 and, upon request by the United States, Settling Defendants shall
18 deliver any such records or documents to EPA. The Settling
19 Defendants may assert that certain documents, records and other
20 information are privileged under the attorney-client privilege or
21 any other privilege recognized by federal law. If the Settling
22 Defendants assert such a privilege, they shall provide the
23 Plaintiff with the following: (1) the title of the document,
24 record, or information; (2) the date of the document, record, or
25 information; (3) the name and title of the author of the
26 document, record, or information; (4) the name and title of each
27 addressee and recipient; (5) a description of the subject of the

1 document, record, or information; and (6) the privilege asserted
2 by Settling Defendants. However, no documents, reports or other
3 information created or generated pursuant to the requirements of
4 this Consent Decree shall be withheld on the grounds that they
5 are privileged.

6 49. A Settling Defendant may elect to not be subject to
7 Paragraphs 47 and 48 of this Consent Decree if the Settling
8 Defendant elects to make the following stipulation at the time it
9 executes this Consent Decree: For the purposes of this Consent
10 Decree, ~~including but not limited to, Section XI of this Consent~~
11 Decree, and any future action relating to the Site, the Settling
12 Defendant hereby stipulates individually that it will not contest
13 as to the United States that such Settling Defendant(s) sent
14 Waste Material containing hazardous substances as defined in
15 CERCLA to the Site in a proportion of the total amount of Waste
16 Material sent to the Site as set forth in the Appendix C.
17 Nothing in this Paragraph limits or otherwise precludes the
18 United States from alleging in any administrative, legal or other
19 action, or otherwise asserting that such Settling Defendant(s)
20 sent Waste Material containing hazardous substances as defined in
21 CERCLA to the Site in a greater proportion of the total amount of
22 Waste Material sent to the Site than as set forth in the list
23 attached at Appendix C. Settling Parties that elect to make this
24 stipulation shall do so by indicating as specified on the
25 signature page for that party.

26 50. Although each Settling Defendant has not necessarily
27 conducted an internal search or review of records relating to the

1 Site, by signing this Consent Order, each Settling Defendant
2 certifies, individually, that it has no reason to disagree with
3 EPA's allegations as summarized in Appendix C as to the amount
4 and nature of material and/or hazardous substances sent to the
5 Site by such Settling Defendant. EPA is relying upon the
6 certifications in this Paragraph in entering into this Consent
7 Decree. This representation is intended solely for the benefit
8 of the United States, and cannot be relied upon by any other
9 party and does not constitute an admission by Settling Defendants
10 with respect to any other party.

11 51. The United States acknowledges that each Settling
12 Federal Agency (1) is subject to all applicable Federal record
13 retention laws, regulations, and policies; and (2) has certified
14 that it has fully complied with any and all EPA requests for
15 information pursuant to Section 104(e) and 122(e) of CERCLA, 42
16 U.S.C. 9604(e) and 9622(e), and Section 3007 of RCRA, 42 U.S.C.
17 6927.

18 XV. NOTICES AND SUBMISSIONS

19 52. Whenever, under the terms of this Consent Decree,
20 written notice is required to be given or a document is required
21 to be sent by one Party to another, it shall be directed to the
22 individuals at the addresses specified below, unless those
23 individuals or their successors give notice of a change to the
24 other Parties in writing. All notices and submissions shall be
25 considered effective upon receipt, unless otherwise provided.
26 Written notice as specified herein shall constitute complete
27 satisfaction of any written notice requirement of the Consent

1 Decree with respect to the United States, EPA, the Settling
2 Federal Agencies and the Settling Defendants, respectively.

3
4 As to the United States:

5 Chief, Environmental
6 Enforcement Section
7 Environment and Natural Resources Division
8 U.S. Department of Justice
9 P.O. Box 7611
10 Washington, D.C. 20044-7611
11 RE: DJ # 90-7-1-611a

12 and

13 ~~Chief, Environmental Defense Section~~
14 ~~United States Department of Justice~~
15 ~~Environment and Natural Resources Division~~
16 ~~P.O. Box 23986~~
17 ~~Washington D.C. 20026-3986~~
18 ~~Re: DJ # 90-7-1-611D~~

19
20 As to EPA:

21 United States Environmental Protection Agency
22 Chief, Hazardous Waste Branch, Region IX
23 Office of Regional Counsel
24 75 Hawthorne Street (RC-3)
25 San Francisco, CA 94105-3901

26 As to the Settling Defendants:

27 Albert Cohen, Esq.
Smiland & Khachigian
601 W. 5th Street
7th Floor
Los Angeles, CA 90071

and

Nicholas W. van Aelstyn, Esq.
Heller Erhman White & McAuliffe LLP
333 Bush Street
San Francisco, CA 94104-2878

and

1 Elizabeth E. Mack, Esq.
2 Locke Liddell & Sapp LLP
3 Chase Tower
2200 Ross Avenue, Suite 2200
Dallas, TX 75201-6776

4 XVI. RETENTION OF JURISDICTION

5 53. This Court retains jurisdiction over both the subject
6 matter of this Consent Decree and the Settling Defendants for the
7 duration of the performance of the terms and provisions of this
8 Consent Decree for the purpose of enabling any of the Parties to
9 apply to the Court at any time for such further order, direction,
10 and relief as may be necessary or appropriate for the
11 construction or modification of this Consent Decree, or to
12 effectuate or enforce compliance with its terms.

13 XVII. INTEGRATION/APPENDICES

14 54. The following appendices are attached to and
15 incorporated into this Consent Decree:

16 "Appendix A" is the complete list of the Settling
17 Defendants.

18 "Appendix B" is the complete list of the Settling Federal
19 Agencies.

20 "Appendix C" a complete list of the facilities and volumes
21 covered by this Consent Decree.

22 "Appendix D" is the description and/or map of the Site.

23 "Appendix E" is the Payment Invoice Form.

24 XVIII. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

25 55. This Consent Decree shall be lodged with the Court for
26 a period of not less than thirty (30) Days for public notice and
27 comment in accordance with Section 122(d)(2) of CERCLA, 42 U.S.C.

1 § 9622(d)(2), and 28 C.F.R. Part 50.7, and may also be subject to
2 the public notice and comment provisions contained in Section
3 7003(d) of RCRA, 42 U.S.C. § 6973(d). The United States reserves
4 the right to withdraw or withhold its consent if the comments
5 regarding the Consent Decree disclose facts or considerations
6 that indicate that the Consent Decree is inappropriate, improper,
7 or inadequate. Settling Defendants consent to the entry of this
8 Consent Decree without further notice.

9 56. If for any reason the Court should decline to approve
10 this Consent Decree in the form presented, this agreement is
11 voidable at the sole discretion of any Party and the terms of the
12 agreement may not be used as evidence in any litigation between
13 the Parties.

14 XIX. EFFECTIVE DATE

15 57. The Effective Date of this Consent Decree shall be the
16 date upon which this Consent Decree is entered by the Court.

17 XX. SIGNATORIES/SERVICE

18 58. Each undersigned representative of a Settling Defendant
19 to this Consent Decree and the Assistant Attorney General for the
20 Environment and Natural Resources Division of the Department of
21 Justice certifies that he or she is fully authorized to enter
22 into the terms and conditions of this Consent Decree and to
23 execute and legally bind such Party to this document.

24 59. Each Settling Defendant hereby agrees not to oppose
25 entry of this Consent Decree by this Court or to challenge any
26 provision of this Consent Decree unless the United States has
27 notified the Settling Defendants in writing that it no longer

1 supports entry of the Consent Decree.

2 60. Each Settling Defendant shall identify, on the attached
3 signature page, the name, address and telephone number of an
4 agent who is authorized to accept service of process by mail on
5 behalf of that Party with respect to all matters arising under or
6 relating to this Consent Decree. Settling Defendants hereby
7 agree to accept service by the United States in that manner and
8 to waive the formal service requirements set forth in Rule 4 of
9 the Federal Rules of Civil Procedure and any applicable local
10 rules of this Court, including, but not limited to, service of a
11 summons. The Parties agree that Settling Defendants need not
12 file an answer to the complaint in this action unless or until
13 the Court expressly declines to enter this Consent Decree.

14 XXI. FINAL JUDGMENT

15 61. This Consent Decree and its appendices constitute the
16 final, complete, and exclusive agreement and understanding among
17 the Parties with respect to the settlement embodied in the
18 Consent Decree. The Parties acknowledge that there are no
19 representations, agreements or understandings relating to the
20 settlement other than those expressly contained in this Consent
21 Decree.

22 62. Upon approval and entry of this Consent Decree by the
23 Court, this Consent Decree shall constitute a final judgment
24 between and among the United States and the Settling Defendants.
25 The Court finds that there is no just reason for delay and
26 therefore enters this judgment as a final judgment under Fed. R.
27 \\\.

1 Civ. P. 54 and 58.

2

3 SO ORDERED THIS ____ DAY OF _____.

4

5

6

Honorable Christina A. Snyder
United States District Court
Judge

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12/19/02 11:19 FAX 415 744 8478

DEPT. OF JUSTICE

→ DOJ/DC

041

FOR THE UNITED STATES OF AMERICA

Tom Sansonetti

Thomas L. Sansonetti
Assistant Attorney General
Environment and Natural Resources
Division
United States Department of
Justice

1.10.03

Date

B. R. O'Brien

Bradley R. O'Brien
Environmental Enforcement Section
Environment and Natural Resources
Division
United States Department of
Justice

1-16-03

Date

Thomas H. Pacheco

Thomas Pacheco
Environmental Defense Section
Environment and Natural Resources
Division
United States Department of Justice

1-16-03

Date

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9/30/02

Date



Jane Diamond,
Acting Director, Superfund
Division, Region IX
United States Environmental
Protection Agency

1/24/02

Date



Thomas A. Bloomfield
Assistant Regional Counsel
United States Environmental
Protection Agency

Voluntary Election to Stipulation

Please indicate whether this Settling Defendant elects the stipulation provided in Paragraph 49 in lieu of complying with document retention, certification and other requirements of Paragraphs 47 and 48. If you do not elect the stipulation, you must comply with the requirements of Paragraphs 47 and 48.

☐

This Settling Defendant elects the stipulation and hereby stipulates as provided in Paragraph 49.

☒

This Settling Defendant does not elect the stipulation provided in Paragraph 49.

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Samson Hydrocarbons Company et al., relating to the Casmalia Resources Hazardous Waste Superfund Site.

FOR Berry Petroleum Company on its own behalf, and as successor to and on behalf of Bush Oil Company, Norris Oil Company, Celeron Oil & Gas Company, and San Joaquin Production Company

SEPT. 12, 2002

Date

Signature:

Name (Print):

Title:

Address:

Ronald J. Seebing
RONALD J. SEEBING
SENIOR VICE PRESIDENT & CHIEF
FINANCIAL OFFICER
5201 TRIMMIS AVE. STE. 300
BARKERSFIELD, CA 93309-0640

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print):

Title:

Address:

Phone Number:

Laura K. McAvoy, Esq.

Attorney

2815 Townsgate Road, Suite 200, Westlake Village,

CA 91361

office: (805) 495-7489

Voluntary Election to Stipulation

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FOR BJ Services Co. USA

Date

Signature:

Name (Print):

Title:

Address:

Mark J. Airola
MARK J. AIROLA
Assoc. Gen. Counsel
BJ Services Company, U.S.A.
5500 Northwest Central Drive
Houston, TX 77210

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print):

Title:

Address:

Phone Number:

Mark J. Airola
Associate General Counsel
BJ Services Company, U.S.A.
5500 Northwest Central Drive
Houston, TX 77210
P: 713-895-5454
F: 713-895-5490

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THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Samson Hydrocarbons Company et al., relating to the Casmalia Resources Hazardous Waste Superfund Site.

FOR Borden Chemical, Inc., formerly known as Borden, Inc., for Laura Scudder, Inc.

9-12-02

Date

Signature:

Name (Print):

Title:

Address:

CRS
9-12-02

Colleen K. Nissl

Colleen K. Nissl

V.P. & Assoc. General Counsel

Borden Chemical, Inc.

180 E. Broad Street

Columbus, Ohio 43215

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print):

Title:

Address:

Phone Number:

Voluntary Election to Stipulation

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FOR Cabot Oil & Gas Corporation

9/16/07
Date

Signature:

Michael B. Walen

Name (Print):

Michael B. Walen

Title:

Senior Vice President

Address:

1200 Enclave Parkway

Houston Texas 77077

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print):

CT Corporation System

Title:

Registered Agent

Address:

818 West Seventh Street

Phone Number:

Los Angeles CA 90017

213-627-8252

Voluntary Election to Stipulation

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FOR Calwest Galvanizing Corporation, Western Galvanizing Company Inc., James A. Wyatt, and James A. Wyatt - Trustee of The Wyatt Family Trust

9/10/07

Date

Signature:

Name (Print):

Title:

Address:

James A. Wyatt

Former President and Director*

P.O. Box 50447

Pasadena, CA 91115-0447

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print):

Title:

Address:

Phone Number:

* of Calwest Galvanizing Corp. (into which Western Galvanizing Company, Inc. was merged)/and Trustee of The Wyatt Family Trust

Voluntary Election to Stipulation

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This Settling Defendant does not elect the stipulation provided in Paragraph 49.

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FOR Cities Service Oil & Gas Corporation (n/k/a Oxy USA Inc.)

9-19-02
Date

Signature:

Name (Print):

Title:

Address:

J. Ellen Drisko
Jo Ellen Drisko

Vice President

2480 Fortune Dr.

Suite 300

Lexington KY 40509

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print):

Title:

Address:

Phone Number:

Jody Johnson

Managing Counsel

10889 Wilshire Boulevard, Los Angeles, CA

(310) 443-6540

90024

Voluntary Election to Stipulation

Please indicate whether this Settling Defendant elects the stipulation provided in Paragraph 49 in lieu of complying with document retention, certification and other requirements of Paragraphs 47 and 48. If you do not elect the stipulation, you must comply with the requirements of Paragraphs 47 and 48.

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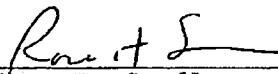
☒

This Settling Defendant does not elect the stipulation provided in Paragraph 49.

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Samson Hydrocarbons Company et al., relating to the Casmalia Resources Hazardous Waste Superfund Site.

FOR City & County of San Francisco

8/29/2002

Date	Signature:	
	Name (Print):	<u>Rona H. Sandler</u>
	Title:	<u>Deputy City Attorney</u>
	Address:	<u>1 Dr. Carlton B. Goodlett Place</u> <u>City Hall</u> <u>San Francisco, California 94102</u> <u>(BOS Res. No. 787-01)</u>

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print):	<u>Rona H. Sandler</u>
Title:	<u>Deputy City Attorney</u>
Address:	<u>1 Dr. Carlton B. Goodlett Place</u> <u>San Francisco, California 94102</u> <u>(415) 554-4690</u>
Phone Number:	

Voluntary Election to Stipulation

Please indicate whether this Settling Defendant elects the stipulation provided in Paragraph 49 in lieu of complying with document retention, certification and other requirements of Paragraphs 47 and 48. If you do not elect the stipulation, you must comply with the requirements of Paragraphs 47 and 48.

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☒

This Settling Defendant does not elect the stipulation provided in Paragraph 49.

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Samson Hydrocarbons Company et al., relating to the Casmalia Resources Hazardous Waste Superfund Site.

FOR City of Santa Barbara

September 19, 2002

Date	Signature:	<u><i>Janet K. McGinnis</i></u>
	Name (Print):	<u>Janet K. McGinnis</u>
	Title:	<u>Assistant City Attorney</u>
	Address:	<u>City of Santa Barbara City Attorney</u>
		<u>P. O. Box 1990</u>
		<u>Santa Barbara, CA 93101-1990</u>

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print):	<u>DANIEL J. WALLACE</u>
Title:	<u>City Attorney</u>
Address:	<u>P. O. Box 1990, Santa Barbara 93101-1990</u>
Phone Number:	<u>805-564-5330</u>

Voluntary Election to Stipulation

Please indicate whether this Settling Defendant elects the stipulation provided in Paragraph 49 in lieu of complying with document retention, certification and other requirements of Paragraphs 47 and 48. If you do not elect the stipulation, you must comply with the requirements of Paragraphs 47 and 48.

☐

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☒

This Settling Defendant does not elect the stipulation provided in Paragraph 49.

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Samson Hydrocarbons Company et al., relating to the Casmalia Resources Hazardous Waste Superfund Site.

FOR City of Santa Barbara Redevelopment Agency

September 19, 2002

Date

Signature:

Name (Print):

Title:

Address:

Janet K. McGinnis

Janet K. McGinnis

Assistant City Attorney

Santa Barbara City Attorney's Office

P. O. Box 1990

Santa Barbara, CA 93101-1990

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print):

Title:

Address:

Phone Number:

Daniel J. Wallace

City Attorney

P. O. Box 1990, Santa Barbara 93101-1990

805-564-5330

Voluntary Election to Stipulation

Please indicate whether this Settling Defendant elects the stipulation provided in Paragraph 49 in lieu of complying with document retention, certification and other requirements of Paragraphs 47 and 48. If you do not elect the stipulation, you must comply with the requirements of Paragraphs 47 and 48.

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This Settling Defendant elects the stipulation and hereby stipulates as provided in Paragraph 49.

☒

This Settling Defendant does not elect the stipulation provided in Paragraph 49.

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Samson Hydrocarbons Company et al., relating to the Casmalia Resources Hazardous Waste Superfund Site.

FOR Crompton Corporation, formerly known as CK Witco Corporation, on its own behalf and on behalf of Witco Corporation and the following former subsidiaries, affiliates, and operating companies of Witco Corporation: Witco Chemical Corporation, Witco Investment Corporation, Allied-Kelite Products Company, Sherex Chemical Company, The Richardson Company, Southwest Petro-Chem, Inc., Witfield Corporation, US Peroxygen Corporation, and Arque Chemical Corporation; and on behalf of the divisions of Witco Corporation known as Golden Bear Products Division, Kendall Division, Richardson Battery Parts Division, Allied-Kelite Products Division, and Witfield Division (collectively, Crompton Corporation)

09/19/02

Date

Signature:

Name (Print):

Title:

Address:

Alfred F. Inquilli

Executive Vice President, Crompton

Crompton Corporation

199 Benson Road

Middlebury, Connecticut 06749

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print):

Title:

Address:

Phone Number:

Pamela Missal

Senior Environmental Counsel

Benson Road

Middlebury, CT 06749

203-573-2000

1 Voluntary Election to Stipulation

2 Please indicate whether this Settling Defendant elects
3 the stipulation provided in Paragraph 49 in lieu of
4 complying with document retention, certification and
5 other requirements of Paragraphs 47 and 48. If you do
6 not elect the stipulation, you must comply with the
7 requirements of Paragraphs 47 and 48.



9 This Settling Defendant elects the stipulation and
hereby stipulates as provided in Paragraph 49.



11 This Settling Defendant does not elect the
12 stipulation provided in Paragraph 49.

13 THE UNDERSIGNED PARTY enters into this Consent Decree in the
14 matter of United States v. Samson Hydrocarbons Company et al.,
15 relating to the Casmalia Resources Hazardous Waste Superfund
16 Site.

17 FOR Cyclo Chemicals Corporation on its own behalf and as a
18 subsidiary of Lonza Inc. and Lonza Inc., its successor

19 9/16/02

20 Date

Signature:

21 Name (Print):

Title:

22 Address:

Vincent L. DiVito

Vice President/Chief Financial Officer

Lonza, Inc.

17-17 Route 208

Fair Lawn, New Jersey 07410

23 Agent Authorized to Accept Service on Behalf of Above-signed
24 Party:

25 Name (Print):

Title:

26 Address:

27 Phone Number:

David J. Freeman

Attorney, Paul, Hastings, Janofsky & Walker

75 East 55th Street, NY, NY 10022

(212) 318-6000

Voluntary Election to Stipulation

Please indicate whether this Settling Defendant elects the stipulation provided in Paragraph 49 in lieu of complying with document retention, certification and other requirements of Paragraphs 47 and 48. If you do not elect the stipulation, you must comply with the requirements of Paragraphs 47 and 48.

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☒ This Settling Defendant does not elect the stipulation provided in Paragraph 49.

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Samson Hydrocarbons Company et al., relating to the Casmalia Resources Hazardous Waste Superfund Site.

FOR Ferguson Enterprises, Inc., a Virginia corporation and successor in interest to Familian Corp., formerly d/b/a Familian Pipe and Supply

9/7/02

Date

Signature:

Name (Print):

Title:

Address:



Stewart P. Mitchell

Chief Financial Officer

12500 Jefferson Avenue

Newport News, Virginia 23602

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print):

Title:

Address:

Phone Number:

Steven R. Adcox

Associate General Counsel

12500 Jefferson Avenue, Newport News, VA

757-989-2981

23602

Voluntary Election to Stipulation

Please indicate whether this Settling Defendant elects the stipulation provided in Paragraph 49 in lieu of complying with document retention, certification and other requirements of Paragraphs 47 and 48. If you do not elect the stipulation, you must comply with the requirements of Paragraphs 47 and 48.



This Settling Defendant elects the stipulation and hereby stipulates as provided in Paragraph 49.



This Settling Defendant does not elect the stipulation provided in Paragraph 49.

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Samson Hydrocarbons Company et al., relating to the Casmalia Resources Hazardous Waste Superfund Site.

FOR Ford Motor Company and Ford Aerospace and Communications Corporation (FACC) a former subsidiary of the Ford Motor Company

Date

Signature:

Name (Print):

Title:

Address:



Thomas DeZure

Assistant General Counsel

Suite 600 PTE

One Parklane Blvd.

Dearborn, MI 48126

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print):

Title:

Address:

Phone Number:

Kathy J. Hofer

Counsel, Ford Motor Company

Suite 1500 PTW

Three Parklane Blvd.

Dearborn, MI 48126

(313) 594-1687

Voluntary Election to Stipulation

Please indicate whether this Settling Defendant elects the stipulation provided in Paragraph 49 in lieu of complying with document retention, certification and other requirements of Paragraphs 47 and 48. If you do not elect the stipulation, you must comply with the requirements of Paragraphs 47 and 48.



This Settling Defendant elects the stipulation and hereby stipulates as provided in Paragraph 49.



This Settling Defendant does not elect the stipulation provided in Paragraph 49.

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Samson Hydrocarbons Company et al., relating to the Casmalia Resources Hazardous Waste Superfund Site.

FOR GlobalSantaFe Corporation

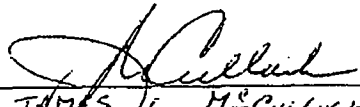
9/10/02
Date

Signature:

Name (Print):

Title:

Address:


JAMES E. MCCULLOCH
SENIOR VICE PRESIDENT & GENERAL COUNSEL
777 N. ELDRIDGE PKWY
HOUSTON TX 77079

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print):

Title:

Address:

Phone Number:

RICHARD J. DENNEY, JR.
101 SOUTH MADISON AVENUE SUITE 1.
PASADENA CA 91101
(626) 795-5090

Voluntary Election to Stipulation

Please indicate whether this Settling Defendant elects the stipulation provided in Paragraph 49 in lieu of complying with document retention, certification and other requirements of Paragraphs 47 and 48. If you do not elect the stipulation, you must comply with the requirements of Paragraphs 47 and 48.

☐

This Settling Defendant elects the stipulation and hereby stipulates as provided in Paragraph 49.

☒

This Settling Defendant does not elect the stipulation provided in Paragraph 49.

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Samson Hydrocarbons Company et al., relating to the Casmalia Resources Hazardous Waste Superfund Site.

FOR Greyhound Lines Inc.

9/30/02

Date

Signature:

Name (Print):

Title:

Address:

Approved ^{1/15} as to form

By: [Signature]

date 9/27/02

[Signature]
JACK HANSTAND
Executive VP/COO
PO Box 660606
Dallas, TX 75246-0606

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print):

Title:

Address:

Phone Number:

Voluntary Election to Stipulation

Please indicate whether this Settling Defendant elects the stipulation provided in Paragraph 49 in lieu of complying with document retention, certification and other requirements of Paragraphs 47 and 48. If you do not elect the stipulation, you must comply with the requirements of Paragraphs 47 and 48.

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This Settling Defendant elects the stipulation and hereby stipulates as provided in Paragraph 49.

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This Settling Defendant does not elect the stipulation provided in Paragraph 49.

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Samson Hydrocarbons Company et al., relating to the Casmalia Resources Hazardous Waste Superfund Site.

FOR Kerr-McGee Corporation, Kerr-McGee Chemical, Sun Exploration & Production Co., and Sun Oil Co.

Date

9/19/02

Signature:

Name (Print):

Title:

Address:

George D. Christensen

George D. Christensen

Vice President

123 Robert S. Kerr

Oklahoma City, OK 73102

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print):

Title:

Address:

Phone Number:

John F. Reichenberger

Corporate Vice President

Deputy Counsel & Assistant Secretary

P. O. Box 25861 123 Robert S. Kerr

Oklahoma City, OK 73102

405/270-2875

Voluntary Election to Stipulation

Please indicate whether this Settling Defendant elects the stipulation provided in Paragraph 49 in lieu of complying with document retention, certification and other requirements of Paragraphs 47 and 48. If you do not elect the stipulation, you must comply with the requirements of Paragraphs 47 and 48.

☐

This Settling Defendant elects the stipulation and hereby stipulates as provided in Paragraph 49.

☒

This Settling Defendant does not elect the stipulation provided in Paragraph 49.

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Samson Hydrocarbons Company et al., relating to the Casmalia Resources Hazardous Waste Superfund Site.

K.M.S. Fisherman's Wharf Limited Partnership
FOR KMS Inc. By: 425 Northpoint, Inc.
Its General Partner

Date

Signature:

Name (Print):

Title:

Address:

J. Kirk Wrench
CFO
222 Kearny St., Suite 200
San Francisco, CA 94108

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print):

Title:

Address:

Phone Number:

Thomas D. Trapp, Esq.
Partner, Barg Coffin Lewis & Trapp, LLP
One Market - Steuart Tower, Ste. 2700
San Francisco, CA 94105-1475
(415) 228-5400

Voluntary Election to Stipulation

Please indicate whether this Settling Defendant elects the stipulation provided in Paragraph 49 in lieu of complying with document retention, certification and other requirements of Paragraphs 47 and 48. If you do not elect the stipulation, you must comply with the requirements of Paragraphs 47 and 48.

☐

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☒

This Settling Defendant does not elect the stipulation provided in Paragraph 49.

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Samson Hydrocarbons Company et al., relating to the Casmalia Resources Hazardous Waste Superfund Site.

FOR Marathon Oil Company, individually and as successor by merger to Husky Oil Company

9-19-02

Date	Signature:	<u>Daniel J. Sullensberger</u> (218)
	Name (Print):	<u>DANIEL J. SULLENSBERGER</u>
	Title:	<u>VICE PRESIDENT HES</u>
	Address:	<u>MARATHON OIL COMPANY</u>
		<u>5555 SAN FELIPE</u> Room 3818
		<u>HOUSTON, TX 77056</u>

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print):	<u>CT CORPORATION System</u>
Title:	<u></u>
Address:	<u>1021 MAIN STREET</u>
Phone Number:	<u>Suite 1150</u>
	<u>HOUSTON, TX 77002</u>
	<u>(713) 658-9486</u>

Voluntary Election to Stipulation

Please indicate whether this Settling Defendant elects the stipulation provided in Paragraph 49 in lieu of complying with document retention, certification and other requirements of Paragraphs 47 and 48. If you do not elect the stipulation, you must comply with the requirements of Paragraphs 47 and 48.

☒ XX

This Settling Defendant elects the stipulation and hereby stipulates as provided in Paragraph 49.

☐

This Settling Defendant does not elect the stipulation provided in Paragraph 49.

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Samson Hydrocarbons Company et al., relating to the Casmalia Resources Hazardous Waste Superfund Site.

FOR Masco Corporation

8/29/02

Date

Signature:

Name (Print):

Title:

Address:

David L. Hirsch

David L. Hirsch

Risk Management Counsel

21001 Van Born Road

Taylor, MI 48180

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print):

Title:

Address:

Phone Number:

David L. Hirsch

Risk Management

21001 Van Born Road, Taylor MI 48180

(313) 792-6525

Voluntary Election to Stipulation

Please indicate whether this Settling Defendant elects the stipulation provided in Paragraph 49 in lieu of complying with document retention, certification and other requirements of Paragraphs 47 and 48. If you do not elect the stipulation, you must comply with the requirements of Paragraphs 47 and 48.

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This Settling Defendant does not elect the stipulation provided in Paragraph 49.

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Samson Hydrocarbons Company et al., relating to the Casmalia Resources Hazardous Waste Superfund Site.

FOR Occidental Chemical Corporation

9-19-02

Date

Signature:

Name (Print):

Title:

Address:

Jo Ellen Drisko
Jo Ellen Drisko

Vice President

2480 Fortune Dr.

Suite 300

Lexington, KY 40509

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print):

Title:

Address:

Phone Number:

Jody Johnson

Managing Counsel

10889 Wilshire Boulevard, Los Angeles, CA

(310) 443-6540

9/02/04

Voluntary Election to Stipulation

Please indicate whether this Settling Defendant elects the stipulation provided in Paragraph 49 in lieu of complying with document retention, certification and other requirements of Paragraphs 47 and 48. If you do not elect the stipulation, you must comply with the requirements of Paragraphs 47 and 48.

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This Settling Defendant elects the stipulation and hereby stipulates as provided in Paragraph 49.

☒

This Settling Defendant does not elect the stipulation provided in Paragraph 49.

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Samson Hydrocarbons Company et al., relating to the Casmalia Resources Hazardous Waste Superfund Site.

FOR Occidental Petroleum Corporation

9.19.02

Date

Signature:

Name (Print):

Title:

Address:

Samuel P. Dominick, Jr.
Vice President & Controller
10889 Wilshire Boulevard
Los Angeles, CA 90024

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print):

Title:

Address:

Phone Number:

Jody Johnson
Managing Counsel
10889 Wilshire Boulevard, Los Angeles, CA 90024
(310) 443-6540

Voluntary Election to Stipulation

Please indicate whether this Settling Defendant elects the stipulation provided in Paragraph 49 in lieu of complying with document retention, certification and other requirements of Paragraphs 47 and 48. If you do not elect the stipulation, you must comply with the requirements of Paragraphs 47 and 48.

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This Settling Defendant does not elect the stipulation provided in Paragraph 49.

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Samson Hydrocarbons Company et al., relating to the Casmalia Resources Hazardous Waste Superfund Site.

FOR Pacific Bell Telephone Company f/k/a Pacific Bell and Pacific Telephone & Telegraph Company

9.19.02

Date

Signature:

Name (Print):

Title:

Address:

[Signature]

IRENE SOTO

REGIONAL MANAGER

2600 CAMINO RAMON

ROOM 3E000

SAN RAMON, CA. 94583

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print):

Title:

Address:

Phone Number:

SANDRA SAKAMOTO

GEN ATTY & ASST GENERAL COUNSEL

1010 WILSHIRE BLVD, RM. 1501

LOS ANGELES, CA. 90017

213-975-2123

Voluntary Election to Stipulation

Please indicate whether this Settling Defendant elects the stipulation provided in Paragraph 49 in lieu of complying with document retention, certification and other requirements of Paragraphs 47 and 48. If you do not elect the stipulation, you must comply with the requirements of Paragraphs 47 and 48.

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This Settling Defendant elects the stipulation and hereby stipulates as provided in Paragraph 49.

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This Settling Defendant does not elect the stipulation provided in Paragraph 49.

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Samson Hydrocarbons Company et al., relating to the Casmalia Resources Hazardous Waste Superfund Site.

FOR Phillips Petroleum Company and Tosco Corporation, a wholly owned subsidiary of Phillips Petroleum Company

09/18/02

Date

Signature:

Name (Print):

Title:

Address:

R. A. Ridge

Vice President, Health, Safety & Environment

600 N. Dairy Ashford - MA 1044

Houston, TX 77079

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print):

Title:

Address:

Phone Number:

Mr. Clyde W. Lea

Deputy General Counsel, Litigation & Env. & Compliance

600 N. Dairy Ashford - MC 2156

Houston, TX 77079

PH: 281/293-6691

Voluntary Election to Stipulation

Please indicate whether this Settling Defendant elects the stipulation provided in Paragraph 49 in lieu of complying with document retention, certification and other requirements of Paragraphs 47 and 48. If you do not elect the stipulation, you must comply with the requirements of Paragraphs 47 and 48.

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This Settling Defendant does not elect the stipulation provided in Paragraph 49.

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Samson Hydrocarbons Company et al., relating to the Casmalia Resources Hazardous Waste Superfund Site.

FOR Reichhold, Inc., f/k/a/ Reichhold Chemicals, Inc., and Swift Adhesives, Inc., d/b/a/ Swift Adhesives & Coatings, and Swift Adhesives, a division of Reichhold, and Eschem, Inc. d/b/a. Swift Adhesives and d/b/a Swift Adhesives & Coatings

9/20/02

Date

Signature:

Name (Print):

Title:

Address:

Daniel E. Uyesato
Daniel E. Uyesato
General Counsel
2400 Ellis Road
Durham, NC 27703

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print):

Title:

Address:

Phone Number:

Norman A. Dupont, Esq.

Counsel

Shapiro & Dupont

233 Wilshire Boulevard, Suite 700

Santa Monica, CA 90401

(310) 319-5400

Voluntary Election to Stipulation

Please indicate whether this Settling Defendant elects the stipulation provided in Paragraph 49 in lieu of complying with document retention, certification and other requirements of Paragraphs 47 and 48. If you do not elect the stipulation, you must comply with the requirements of Paragraphs 47 and 48.

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This Settling Defendant does not elect the stipulation provided in Paragraph 49.

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Samson Hydrocarbons Company et al., relating to the Casmalia Resources Hazardous Waste Superfund Site.

FOR Royal Resources Inc.

September 17, 2002

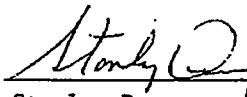
Date

Signature:

Name (Print):

Title:

Address:



Stanley Dempsey

CEO, President and Chairman

Suite 1000

1660 Wynkoop Street

Denver, CO 80202

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print):

Title:

Address:

Phone Number:

CT Corporation

1675 Broadway, Denver, CO 80202

303-629-2500

Voluntary Election to Stipulation

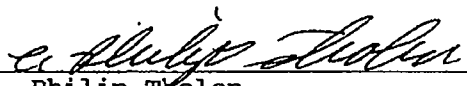
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☒ This Settling Defendant does not elect the stipulation provided in Paragraph 49.

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Samson Hydrocarbons Company et al., relating to the Casmalia Resources Hazardous Waste Superfund Site.

FOR SAMSON HYDROCARBONS COMPANY, INC., without waiver of any rights it may have against W.R. Grace & Co. and/or Grace Energy Corporation.

9/20/02	Signature:	<u></u>
Date	Name (print):	<u>C. Philip Tholen</u>
	Title:	<u>Sr. Vice President</u>
	Address:	<u>Two West Second Street</u>
		<u>Tulsa, Oklahoma 74103-3103</u>

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print):	<u>Elizabeth E. Mack</u>
Address:	<u>Locke Liddell & Sapp LLP</u>
	<u>2200 Ross Avenue, Suite 2200</u>
	<u>Dallas, Texas 75201</u>
Phone Number:	<u>(214) 740-8598</u>

Voluntary Election to Stipulation

Please indicate whether this Settling Defendant elects the stipulation provided in Paragraph 49 in lieu of complying with document retention, certification and other requirements of Paragraphs 47 and 48. If you do not elect the stipulation, you must comply with the requirements of Paragraphs 47 and 48.

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This Settling Defendant does not elect the stipulation provided in Paragraph 49.

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Samson Hydrocarbons Company et al., relating to the Casmalia Resources Hazardous Waste Superfund Site.

FOR Sanmina-SCI Corporation, formerly known as Sanmina Corporation, on its own behalf and as successor to and on behalf of American Circuit Vision, Santa Clara Circuits, and Symtron Corporation

Date

Signature:

Name (Print):

Title:

Address:



Michael M. Sullivan

Vice President & General Counsel

Sanmina-SCI Corporation

4701 North First Street

San Jose, CA 95134

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print):

Title:

Address:

Phone Number:

Kimberly M. McMorrow

Attorney

Wilson Sonsini Goodrich & Rosati

650 Page Mill Road, Palo Alto, CA 94304

(650) 565-3520

Voluntary Election to Stipulation

Please indicate whether this Settling Defendant elects the stipulation provided in Paragraph 49 in lieu of complying with document retention, certification and other requirements of Paragraphs 47 and 48. If you do not elect the stipulation, you must comply with the requirements of Paragraphs 47 and 48.

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THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Samson Hydrocarbons Company et al., relating to the Casmalia Resources Hazardous Waste Superfund Site.

FOR Solar Turbines Incorporated *we*

September 18, 2002

Date

Signature:

Name (Print):

Title:

Address:

Craig D. Anderson
CRAG D. ANDERSON
EHS MANAGER
2200 Pacific Hwy
San Diego, CA
92186

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print):

Title:

Address:

Phone Number:

Timothy J. Callanan

Environmental Counsel

100 NE Adams Street, Peoria, IL 61629-7310

309/675-4277

Voluntary Election to Stipulation

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This Settling Defendant elects the stipulation and hereby stipulates as provided in Paragraph 49.



This Settling Defendant does not elect the stipulation provided in Paragraph 49.

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Samson Hydrocarbons Company et al., relating to the Casmalia Resources Hazardous Waste Superfund Site.

FOR Southern California Chemical Co.

Date

Signature:

Name (Print):

Title:

Address:

W.D. Glover
W.D. Glover
PRESIDENT

ONE PARKER PLAZA, 14TH FLOOR
FORT LEE, NJ 07024

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print):

Title:

Address:

Phone Number:

STEVEN L. COHEN, ESQ.

VP & GENERAL COUNSEL

ONE PARKER PLAZA, 14TH FLOOR
FORT LEE, NJ 07024

Voluntary Election to Stipulation

Please indicate whether this Settling Defendant elects the stipulation provided in Paragraph 49 in lieu of complying with document retention, certification and other requirements of Paragraphs 47 and 48. If you do not elect the stipulation, you must comply with the requirements of Paragraphs 47 and 48.



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This Settling Defendant does not elect the stipulation provided in Paragraph 49.

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Samson Hydrocarbons Company et al., relating to the Casmalia Resources Hazardous Waste Superfund Site.

FOR So. Calif. Edison COMPANY, INC.

9/20/2002 Signature:

Date Name (print):

Title:

Address:

Stephen E. Pickett

STEPHEN E. PICKETT

Senior Vice President & General Counsel

2244 Walnut Grove Avenue

Rosemead, CA 91770

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print):

Title:

Address:

Phone Number:

Voluntary Election to Stipulation

Please indicate whether this Settling Defendant elects the stipulation provided in Paragraph 49 in lieu of complying with document retention, certification and other requirements of Paragraphs 47 and 48. If you do not elect the stipulation, you must comply with the requirements of Paragraphs 47 and 48.

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This Settling Defendant does not elect the stipulation provided in Paragraph 49.

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Samson Hydrocarbons Company et al., relating to the Casmalia Resources Hazardous Waste Superfund Site.

FOR The Black & Decker Corporation, Black & Decker (U.S.) Inc., Kwikset Corporation, and Price Pfister, Inc.

9/19/02

Date

Signature:

Name (Print):

Title:

Address:

Linda H. Biagioni

Linda H. Biagioni

Vice President

Price Pfister, Inc.

701 East Joppa Road

Towson, MD 21286

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print):

Title:

Address:

Phone Number:

Stuart I. Block

Cox, Castle & Nicholson LLP

555 Montgomery Street, 15th Floor

San Francisco CA 94111

415-262-5105

Voluntary Election to Stipulation

Please indicate whether this Settling Defendant elects the stipulation provided in Paragraph 49 in lieu of complying with document retention, certification and other requirements of Paragraphs 47 and 48. If you do not elect the stipulation, you must comply with the requirements of Paragraphs 47 and 48.

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THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Samson Hydrocarbons Company et al., relating to the Casmalia Resources Hazardous Waste Superfund Site.

FOR Triton Oil and Gas Corporation, as successor to American Pacific International, Worldwide Energy Corporation, and World Wide Pacific Corporation

9/17/02

Date

Signature:

Name (Print):

Title:

Address:

Sean J. Austin

Vice President, Finance & Shared Svcs.

Amerada Hess Corporation

500 Dallas Street, 2nd Level

Houston, Texas 77002

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print):

Title:

Address:

Phone Number:

Christopher B. Amandes, Esq.

Vinson & Elkins, L.L.P.

2300 First City Tower

1001 Fannin Street

Houston, Texas 77002-6760

(713) 758-1146

Voluntary Election to Stipulation

Please indicate whether this Settling Defendant elects the stipulation provided in Paragraph 49 in lieu of complying with document retention, certification and other requirements of Paragraphs 47 and 48. If you do not elect the stipulation, you must comply with the requirements of Paragraphs 47 and 48.



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This Settling Defendant does not elect the stipulation provided in Paragraph 49.

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Samson Hydrocarbons Company et al., relating to the Casmalia Resources Hazardous Waste Superfund Site.

FOR TRW Inc., Benchmark Technology, ESL Inc., Technar Incorporated, TRW Microwave, TRW/Vidar, Western Gear Corporation, Western Gear, Corporation/Lucas Western, Western Wheel Corporation

9/16/02

Date

Signature:

Name (Print):

Title:

Address:

David B. Goldston

Assistant Secretary

TRW Inc.

1900 Richmond Road

Cleveland, OH 44124

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print):

Title:

Address:

Phone Number:

Robert M. Walter

Senior Counsel

TRW Inc., 1900 Richmond Road, Cleveland, OH

(216) 291-7477

44124

Voluntary Election to Stipulation

Please indicate whether this Settling Defendant elects the stipulation provided in Paragraph 49 in lieu of complying with document retention, certification and other requirements of Paragraphs 47 and 48. If you do not elect the stipulation, you must comply with the requirements of Paragraphs 47 and 48.

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This Settling Defendant does not elect the stipulation provided in Paragraph 49.

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Samson Hydrocarbons Company et al., relating to the Casmalia Resources Hazardous Waste Superfund Site.

FOR Tyco Electronics Corporation

9/20/02

Date

Signature:

Name (Print):

Title:

Address:



Carl B. Schultz

Senior Counsel

Tyco Electronics Corporation

2901 Fulling Mill Road MS 140-042

Middletown, PA 17057

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print):

Title:

Address:

Phone Number:

Nicholas W. van Aelstyn, Esq.

Counsel

Heller Ehrman White McAuliffe LLP

333 Bush St., San Francisco, CA 94104-2878

415-772-6566

Voluntary Election to Stipulation

Please indicate whether this Settling Defendant elects the stipulation provided in Paragraph 49 in lieu of complying with document retention, certification and other requirements of Paragraphs 47 and 48. If you do not elect the stipulation, you must comply with the requirements of Paragraphs 47 and 48.

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This Settling Defendant does not elect the stipulation provided in Paragraph 49.

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Samson Hydrocarbons Company et al., relating to the Casmalia Resources Hazardous Waste Superfund Site.

FOR Whittaker Corporation on its own behalf and on behalf of its subsidiaries Whittaker Controls, Inc. and Technibuilt Corporation

9/23/02

Date

Signature:

Name (Print):

Title:

Address:

Eric G. Lardiere

Vice President, General Counsel & Secretary

1955 N. Surveyor Avenue

Simi Valley, California 93063

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print):

Title:

Address:

Phone Number:

CT CORPORATION SYSTEM

818 West Seventeenth Street

Los Angeles, California 90017

(213) 243-9200

Voluntary Election to Stipulation

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This Settling Defendant does not elect the stipulation provided in Paragraph 49.

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Samson Hydrocarbons Company et al., relating to the Casmalia Resources Hazardous Waste Superfund Site.

FOR Honeywell International Inc., also known as Honeywell Inc., on behalf of itself and the following affiliates and divisions: Airesearch Casting Company, Airesearch Industrial Division, Garret Turbocharging Systems, Airesearch Manufacturing Co., Garrett Aftermarket Division, Garrett Turbine, Greer Products, Allied Bendix Aerospace West Coast, Allied Bendix Corporation, Allied Bendix Field Engineering, Allied Chemical Co., Allied Corporation, Allied Signal Inc., AVX Materials, Bendix Corp., Bendix Field Engineering, Bendix Forest Products, Bendix Corporation, Bendix Energy Controls Division, Bendix Electrodynamics Division, Bendix-American Safety, Fluid Systems, Garrett Corporation, General Chemical Corp., Micro-Switch Division, Honeywell Information Systems, Inc., Honeywell PMSD, Honeywell IASD, Honeywell Hydro Products, Johnson Mathy Corp., Measurix Corporation, Synertek, UOP, Inc., Water Services Division (collectively, Honeywell International Inc.)

9/18/02
Date

Signature:

Name (Print):

Title:

Address:

Robert J. Ford
ROBERT J. FORD
DIRECTOR, REMEDIATION & EVALUATION SERVICES
101 COLUMBIA ROAD
MORRISTOWN, NJ 07962

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print):

Title:

Address:

Phone Number:

Kenneth J. Berke, Esq.
Authorized Agent
Berke & Kent LLP
1925 Century Park East, Ste. 2050
Los Angeles, California 90067
(310) 286-2915

Voluntary Election to Stipulation

Please indicate whether this Settling Defendant elects the stipulation provided in Paragraph 49 in lieu of complying with document retention, certification and other requirements of Paragraphs 47 and 48. If you do not elect the stipulation, you must comply with the requirements of Paragraphs 47 and 48.

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This Settling Defendant elects the stipulation and hereby stipulates as provided in Paragraph 49.

☒

This Settling Defendant does not elect the stipulation provided in Paragraph 49.

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Samson Hydrocarbons Company et al., relating to the Casmalia Resources Hazardous Waste Superfund Site.

FOR Walter Industries, Inc. on its own behalf and on behalf of its subsidiary United States Pipe and Foundry Company, Inc.

Date	Signature:	<u>Anthony A. Hines</u>
	Name (Print):	<u>Anthony A. Hines</u>
	Title:	<u>Sr. Vice Pres. (Walter Industries, Inc.)</u>
		<u>President (U.S. Pipe)</u>
	Address:	<u>3300 First Avenue North</u>
		<u>Birmingham, AL 35222</u>

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print):	<u>C T Corporation System</u>
Title:	<u>Appointed Statutory Agent</u>
Address:	<u>1200 South Pine Island Road, Plantation, FL 33324</u>
Phone Number:	<u>954-473-5503</u>

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Exhibit A

United States v. Samson Hydrocarbons Company, et al.
Appendix A - List of Settling Defendants

Solar Turbines Incorporated

Southern California Chemical Co.

Southern California Edison

The Black & Decker Corporation, Black & Decker (U.S.) Inc., Kwikset Corporation, and Price Pfister, Inc.

Triton Oil and Gas Corporation, as successor to American Pacific International, Worldwide Energy Corporation, and World Wide Pacific Corporation

TRW Inc., Benchmark Technology, ESL Inc., Technar Incorporated, TRW Microwave, TRW/Vidar, Western Gear Corporation, Western Gear Corporation/Lucas Western, Western Wheel Corporation

Tyco Electronics Corporation

Walter Industries, Inc. on its own behalf and on behalf of its subsidiary United States Pipe and Foundry Company, Inc.

Whittaker Corporation on its own behalf and on behalf of its subsidiaries Whittaker Controls, Inc. and Technibuilt Corporation

United States v. Samson Hydrocarbons Company, et al.
Appendix A - List of Settling Defendants

Honeywell International Inc., also known as Honeywell Inc., on behalf of itself and the following affiliates and divisions: Airesearch Casting Company, Airesearch Industrial Division, Garret Turbocharging Systems, Airesearch Manufacturing Co., Garrett Aftermarket Division, Garrett Turbine, Greer Products, Allied Bendix Aerospace West Coast, Allied Bendix Corporation, Allied Bendix Field Engineering, Allied Chemical Co., Allied Corporation, Allied Signal Inc., AVX Materials, Bendix Corp., Bendix Field Engineering, Bendix Forest Products, Bendix Corporation, Bendix Energy Controls Division, Bendix Electrodynamics Division, Bendix-American Safety, Fluid Systems, Garrett Corporation, General Chemical Corp., Micro-Switch Division, Honeywell Information Systems, Inc., Honeywell PMSD, Honeywell IASD, Honeywell Hydro Products, Johnson Mathy Corp., Measurex Corporation, Synertek, UOP, Inc., Water Services Division (collectively, Honeywell International Inc.)

Kerr-McGee Corporation, Kerr McGee Chemical, Sun Exploration & Production Co., and Sun Oil Co.

KMS Inc.

Marathon Oil Company, individually and as successor by merger to Husky Oil Company

Masco Corporation

Occidental Chemical Corporation

Occidental Petroleum Corporation

Pacific Bell Telephone Company f/k/a Pacific Bell and Pacific Telephone & Telegraph Company

Phillips Petroleum Company and Tosco Corporation, a wholly owned subsidiary of Phillips Petroleum Company

Reichhold, Inc., f/k/a/ Reichhold Chemicals, Inc., and, Swift Adhesives, Inc., d/b/a/ Swift Adhesives & Coatings, and Swift Adhesives, a division of Reichhold, and Eschem, Inc. d/b/a. Swift Adhesives and d/b/a Swift Adhesives & Coatings

Royal Resources Inc.

Samson Hydrocarbons Company

Sanmina-SCI Corporation, formerly known as Sanmina Corporation, on its own behalf and as successor to and on behalf of American Circuit Vision, Santa Clara Circuits, and Symtron Corporation

United States v. Samson Hydrocarbons Company, et al.
Appendix A - List of Settling Defendants

Berry Petroleum Company on its own behalf, and as successor to and on behalf of Bush Oil Company, Norris Oil Company, Celeron Oil & Gas Company, and San Joaquin Production Company

BJ Services Company, USA

Borden Chemical, Inc., formerly known as Borden, Inc., for Laura Scudder, Inc.

Cabot Oil & Gas Corporation

Calwest Galvanizing Corporation, Western Galvanizing Company Inc., James A. Wyatt, and James A. Wyatt - Trustee of The Wyatt Family Trust

Cities Service Oil & Gas Corporation (n/k/a Oxy USA Inc.)

City & County of San Francisco

City of Santa Barbara

City of Santa Barbara Redevelopment Agency

Crompton Corporation, formerly known as CK Witco Corporation, on its own behalf and on behalf of Witco Corporation and the following former subsidiaries, affiliates, and operating companies of Crompton Corporation: Witco Chemical Corporation, Witco Investment Corporation, Allied-Kelite Products Company, Sherex Chemical Company, The Richardson Company, Southwest Petro-Chem, Inc., Witfield Corporation, US Peroxygen Corporation, and Argus Chemical Corporation; and on behalf of the divisions of Crompton Corporation known as Golden Bear Products Division, Kendall Division, Richardson Battery Parts Division, Allied-Kelite Products Division, and Witfield Division (collectively, Crompton Corporation)

Cyclo Chemicals Corporation on its own behalf and as a subsidiary of Lonza Inc. and Lonza Inc., its successor

Ferguson Enterprises, Inc., a Virginia corporation and successor in interest to Familian Corp, formerly d/b/a Familian Pipe and Supply

Ford Motor Company and Ford Aerospace and Communications Corporation (FACC), a former subsidiary of the Ford Motor Company

GlobalSantaFe Corporation

Greyhound Lines Inc.

Exhibit B

United States v. Samson Hydrocarbons Company, et al.
Appendix B - List of Settling Federal Agencies

Defense Property Disposal Office

United States Air Force

United States Navy

United States Postal Service

Exhibit C

APPENDIX C

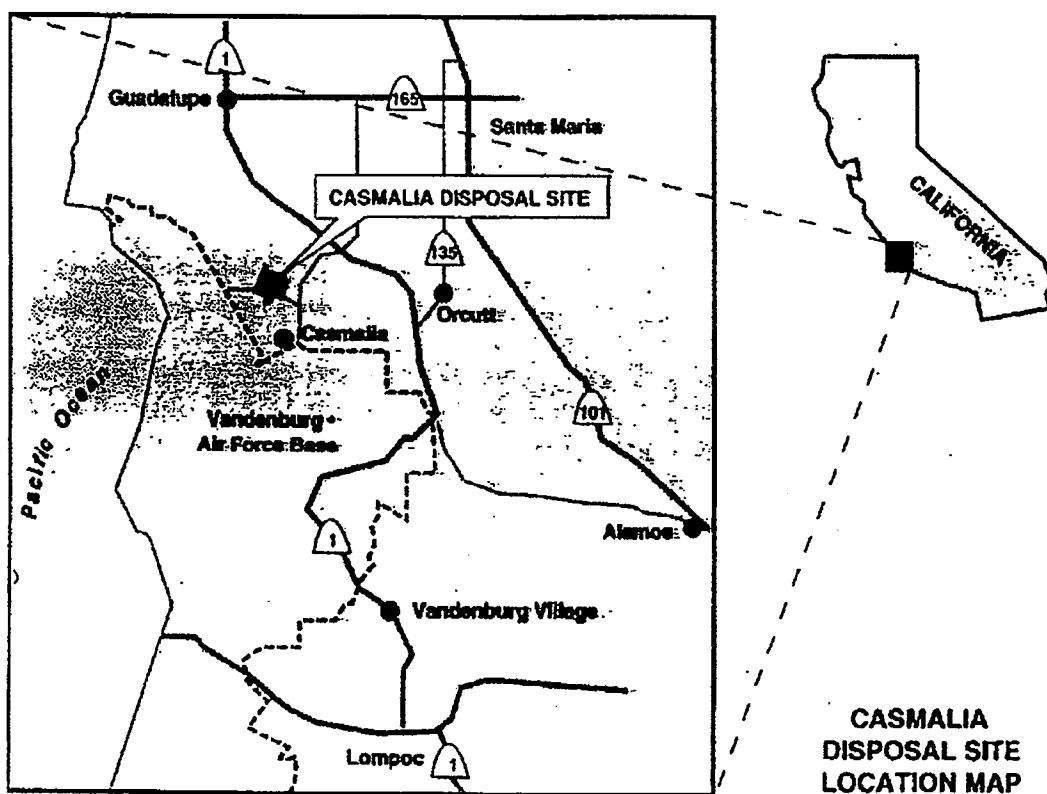
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UNITED STATES v SAMSON HYDROCARBONS
COMPANY, ET AL.
(CASMALIA DISPOSAL SITE)

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Appendix D
Site Location Map



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APPENDIX E



PAYMENT INVOICE

CASMALIA DISPOSAL SITE

Please complete this form and send it with you complete payments to:

"BTCO. as Custodian for Casmalia Resources Site"
 P.O. Box 13248 (Lbox # 13248)
 Newark, NJ 07101

Please send a copy of your form to:

Casmalia Case Team
 U.S. EPA Region IX
 75 Hawthorne St. (SFD-7-1)
 San Francisco, CA 94105-3901

PAYOR	
DATE	
PAYMENT AMOUNT	
MANNER IN WHICH PAYMENT IS BEING MADE (i.e., wire transfer)	
REFERENCE	Casmalia Resources Site Custodial Agreement
U.S. EPA REGIONAL SITE SPILL ID NUMBER	09-3H

Attachment to Proof of Claim

In September 2002, the Settling Defendants¹ and the Assistant Attorney General for the Environment and Natural Resources Department of the Department of Justice executed the Consent Decree, a copy of which is attached hereto as Exhibit A, in the matter of *United States v. Samson Hydrocarbons Company et al.* relating to the Casmalia Resources Hazardous Waste Superfund Site (the "Site").

Pursuant to the Consent Decree, the Settling Defendants are required to pay \$25,280,355 to the Escrow Account for the benefit of the United States Environmental Protection Agency (the "EPA") to reimburse the EPA for costs incurred in connection with clean-up of the Site. Each Settling Defendant's obligation to make the payment is joint and several.

With the exception of W.R. Grace & Co. (the "Debtor"), each member of the Casmalia PRP Group (the "PRP") has paid an aggregate of \$25,280,355 to the Escrow Account. Pursuant to an allocation agreement, the Debtor is responsible to the Settling Defendants for its share the \$25,280,355 (based upon the Debtor's percent of the total volume of Waste Material disposed at the Site) (the "Debtor's Share"). Accordingly, each PRP member seeks contribution from the Debtor for each PRP member's proportional share of the Debtor's Share, in an amount to be determined.

The Settling Defendant's limitation on liability with regard to the Site is subject to Court approval of the Consent Decree. Therefore, if the Consent Decree is not approved, each PRP member hereby reserves its right to amend this proof of claim to seek a greater amount.

¹ Capitalized terms not defined in this attachment shall be assigned the meaning defined in the Consent Decree.